

ADESSO RESIDENTIAL CONDOMINIUM RULES AND REGULATIONS FOR OWNERS

Book 2364-404

2019001826 1/9/2019 17:03:52:397 Restrictions

Fee: \$22.00 County Tax: \$0.00 State Tax: \$0.00

2019001826 John T. Hopkins II Richland County R.O.D.

*Revised/Adopted by the Board of Directors (Board) on December 10, 2018 in accordance with
the Master Deed and Bylaws of the Adesso Horizontal Property Regime.*



TABLE OF CONTENTS

- I.** Introduction
- II.** General information
- III.** General Rules and Regulations
 - 1. Common Elements
 - 2. Limited Common Elements
 - 3. Unlawful and Disturbing Noises / Practices
 - 4. Trash / Garbage and Recycling Materials
 - 5. Grilling
 - 6. Smoking in Common Areas Prohibited
 - 7. Defacing of Property
 - 8. Vandalism
 - 9. Swimming Pool
 - 10. Fitness Center
 - 11. Sale of Units
 - 12. Rental of Units
 - 13. HOA Regime Fees
 - 14. Mail Center
 - 15. Security
 - 16. Animals and Pets
 - 17. Parking
 - 18. Signs
 - 19. Utilities and Heating of Units in Colder Months
 - 20. Resident Storage Areas
 - 21. Club Room
 - 22. Garage Sales
 - 23. Antennas and Satellite Dishes
 - 24. Abandoned Personal Property
 - 25. Lobby Console Services
 - 26. Move In / Move Out
- IV.** Window Treatments
- V.** Alterations / Renovations
- VI.** Enforcement and Penalties
- VII.** Resident Requests, Complaints and
Issues Incremental Fine Schedule



ADESSO
Owner Rules and Regulations
December 10, 2018

I. Introduction

The Adesso Homeowner's Association ("Association") is providing this document to residents as a quick reference to the Rules and Regulations and other policies of our community. This document is intended to be a supplement to the regulations already promulgated in the Master Deed and Bylaws.

The following Rules and Regulations supplement and clarify but do not replace the Master Deed and Bylaws, which the "Association" uses as its primary governing documents. In case of conflict between these documents, the Master Deed and Bylaws will prevail.

In establishing and maintaining the Rules and Regulations, the Board of Directors of the "Association" ("Board") shall make every effort to ensure that they do not affect the unit owners' right to the enjoyment of reasonable and unrestricted use of their property or privileges of ownership. Any owner violating the Rules and Regulations, Architectural Control Standards, and/or Master Deed or Bylaws will be subject to penalties, including but not limited to monetary fines.

The "Board" or anyone under its direction may enforce the Rules and Regulations, Master Deed and Bylaws and Architectural Control Standards, including but not limited to Property Management and the Architectural Control Committee. The Board reserves the right to change, amend, refine or revise the Rules and Regulations and Architectural Control Standards at any time in accordance with the Bylaws and will notify the members of the Association of any changes.

These Rules and Regulations apply to all property owners, their residents, family members, tenants, occupants, agents, visitors, employees and guests and shall be enforced by the Board in accordance with the applicable Master Deed and Bylaws.

These are the general rules and regulations of the "Association". PENALTIES AND FINES MAY BE IMPOSED FOR VIOLATIONS OF ANY OF THE FOLLOWING RULES. Exceptions to these rules may be granted only by written notice from the Board. Exceptions are reviewed on a case-by-case basis and may not be granted for each request. Exceptions, when granted, do not create new standards for any of these listed documents.

Any damage to buildings, grounds, or other common areas or to equipment by any owner, owner's family member, owner's guest or owner's pet, tenant, tenant's family member, tenant's guest or tenant's pet shall be repaired at the expense of the unit owner. Charges to cover any repairs may be assessed in addition to a fine. Unit owners are fully responsible for the actions of their tenants, family members, guests or pets and shall be held accountable for any damage done to the property.



II. General Information

Property in the development is classified as "Common Elements" or "Limited Common Elements." Descriptions of the common elements and limited common elements may be found in the Master Deed. All occupants of the building are expected to maintain building security and safety; speed limits in the building are 4 mph.

III. General Rules and Regulations

1. Common Elements:

No items shall obstruct the common elements at any time. These items include but are not limited to:

- Bicycles
- Toys
- Trash cans
- Garbage bags
- Cardboard boxes
- Footwear
- Outdoor gear
- Other personal property

2. Limited Common Elements:

No objects over 42 inches in height shall be permitted on the balcony, deck, and patio other than outdoor patio furniture, planters and flowers.

No items will be permitted to be placed or hung on the unit "front" doors in the corridor including but not limited to wreaths, ribbons, decorations except for seasonal decorations mentioned in Section 7, paragraph 2. Additionally, mats and/or rugs are not permitted in the common area corridors.

3. Unlawful and Disturbing Noises / Practices:

No unit owner shall make or permit any unreasonable noise that will disturb or annoy other residents, or permit anything to be done which will interfere with the rights, comfort and convenience of other residents included but not limited to: increased noise due to televisions, stereos, parties, people, household pets, repairs, improvements, or renovation, etc., on units. The hours for conducting repair / improvements / renovations, etc. inside any unit are 8:30 a.m. to 6 p.m. Monday through Friday. No other times or days are allowed without written approval from the "Board".

4. Trash / Garbage and Recycling Materials

- Trash / garbage shall be regularly removed from inside the unit and shall not be allowed to accumulate therein, to include balconies and patios.
- All trash and garbage shall be contained in sealed plastic bags and be placed immediately in trash chutes located at the end of the hallway on each floor. Please do not allow the garbage bags to leak in the common area corridor as they are brought to the garbage chute; contact Property Management immediately in case of an accidental spill.



- equipment, and similar items that should not be placed down the chute, but are appropriate to be placed in our trash compactor, should be taken down to be placed inside the compactor, which is located on the P1 level outside of the loading dock, behind the block wall on your right. If you have trouble locating our trash compactor, please ask the front desk attendant for assistance.
- No trash or garbage will be permitted in the common areas, temporarily or otherwise, as defined specifically in Section III (1) of this document.
- Cardboard boxes must be flattened and placed in the open recycle bin located on the P1 level loading dock, against block wall near the generator. Only cardboard shall be placed in this bin.
- Place sorted recycling items in the marked appropriate bins located on each hallway at the service elevator. Immediately contact Property Management for any issues with these bins. Items must be dry and free of food / liquids/odors.
- Arrangement for the removal of bulky items such as mattresses, furniture, appliances, construction materials, etc. must be made with a local / county or private trash pickup service to occur during normal repair / renovation / improvement hours. Items awaiting special pick up service shall not be placed outside earlier than the day of the scheduled pickup day. On the day of scheduled pickup, the specified items may be placed in the loading dock area in a location approved by Management so as not to obstruct the loading dock or the regularly scheduled garbage pick up.

5. Grilling

- Grilling on the property is permitted only at the amenity deck using the grills provided by the "Association".
- Grills are available on a "first come, first serve" basis. Please limit any prep and grilling time to 30 minutes to allow others to use the grill; it is recommended to fully prep any items inside the unit and then carry them to the grill area utilizing leak-proof containers.
- Each owner is responsible for the proper use of the grill (turning it on and off, cleaning the grill after each use, removing all debris from the burners, replacing the grill cover, etc.) Also when done with the grill, the white lever at back of grill must be turned parallel to the ground to ensure the gas is in "off" position.
- Immediately report any grill issues to Property Management – safety is paramount!!
- For safety reasons, no grills of any kind are permitted on the balconies, decks, breezeways, walkways, parking lots, pool area, etc.

6. Smoking in Common Areas Prohibited

Adesso's common areas, which include all elevators, stairwells, hallways, pool areas, lobby, fitness center, club room and parking decks are entirely smoke free. Please refrain from smoking in the common areas at all times. Smoking is only allowed inside one's unit.

7. Defacing of property

- Signs, notices, advertisements, or any alteration of exterior surfaces shall not be placed, inscribed, or exposed on any window, door or other exterior parts of the owner's unit, or on common areas.
- Specifically excluded from this regulation are seasonal decorations (seasonal decorative lights may only be displayed on unit "Front" doors in the corridor*only between Thanksgiving and January 5th).



- No "For Sale" signs shall be displayed on the exterior of a unit without prior written approval from property management. You may post "For Sale" information on the community information board located in the mail room or on the Adesso HOA website (adessohoa.mybuilding.org).
- If for any reason property management determines a sign should be removed, they may do so without prior notice.

8. Vandalism

Unit owners and their families, tenants, and guests shall not deface, remove, or destroy or permit the defacing, removing or destruction of any element of the common areas including (but not limited to) grassy areas, hardscape features, approaches to these areas, etc.

9. Swimming Pool

The amenity deck and pool area are open for operation 7 days per week from 8 a.m. until 10 p.m. The pool is open for swimming year-round; however, the pool is not heated. In addition to the pool rules posted inside the pool area, when using the pool:

1. Be safe as there is no lifeguard on duty and **you and your guests will be swimming at your own risk.**
2. The pool shall not be used for teaching any private lessons such as swimming, diving, and exercise or for physical therapy, etc.
3. No diving.
4. An adult must supervise children under the age of 18 at all times.
5. No animals (other than permitted service animals that can swim) are allowed in the pool area or surrounding amenity deck.
6. No bicycles, skateboards, or any other recreational equipment is allowed on the amenity deck.
7. Remove any and all bandages before swimming.
8. No disposable diapers of any type are allowed in the pool. Swim diapers are required for infants and toddlers.
9. There is a restroom inside the fitness center area for pool use.
10. No glass of any kind is ever allowed on the amenity deck. Alcoholic beverages must be served from plastic containers.
11. Food and drink are allowed in the pool area but must be disposed of properly.
12. If an accident involving bodily fluids occurs in the pool or pool area, please contact Property Management immediately.
13. If an injury occurs at the pool or pool area, please call Emergency 911 immediately. **THERE IS A DIRECT LINE TO 911 VIA THE CALLBOX LOCATED ON THE OUTSIDE WALL JUST OUTSIDE OF THE FITNESS CENTER DOORS.**
14. The pool deck and its amenities are not available for exclusive reservation at any time. Residents planning to have more than 8 guests at the pool must seek a 72-hour advance approval with property management.
15. Use of the pool or pool deck for purposes of a party (defined as resident having more than a total of 8 guests) must be approved or notify management of such guests. All pool parties are subject to a maximum of 25 guests.
16. Smoking is not allowed in the pool area or in any common areas.
17. All guests must be accompanied by a resident at all times.



10. Fitness Center

- **Note: Use of the Fitness Center and its equipment are at your own risk**
- **In case of an emergency, call 911 immediately. THERE IS A DIRECT LINE TO 911 VIA THE CALLBOX LOCATED ON THE OUTSIDE WALL JUST OUTSIDE THE FITNESS CENTER DOORS. There is also a landline phone on the wall inside the fitness room, outside of the bathroom in fitness room.**
- The Fitness Center is for resident's use only and is open for operation 24 hours, 7 days per week (except when equipment is being serviced). Guests of residents can use the fitness center during their overnight visit.
- Please use caution and prudent judgment while using exercise equipment.
- Do not adjust the thermostat more than a few degrees. When leaving the fitness area, remember to reset thermostat to 74 during summer months and 68 during winter months.
- When finished exercising, wipe down the equipment used, with the sanitizing wipes provided in the fitness area.
- Do not throw / drop / pound weight-lifting equipment into any surface including the floor.
- Please be considerate of others who may be waiting for the use of exercise equipment by limiting your time to no more than 30 continuous minutes per machine.
- Personal exercise equipment (equipment not provided by the Association for use in the Fitness Center) is strictly prohibited. Yoga mats and exercise mats, however, are permitted.
- The Fitness Center and / or its equipment shall not be used for personal training or coaching sessions.
- Abuse of machines will not be tolerated. Abuse includes, but is not limited to, high speed running intervals on treadmills, slamming or dropping or weights, or like activities which may damage workout machines and equipment.
- Children under the age of 14 are not permitted in the Fitness Center, and an adult must supervise children under the age of 18 at all times.
- Report any equipment or television problems directly to the Property Manager.
- SAFETY IS PARAMOUNT!!

11. Sale of Units

- Unit Owner shall give written notice to the Board of their intention to sell within seven (7) days after the execution of the transfer or sales documents.
- Unit owner to inform Property management of agent's name and contact information that will be handling the unit listing. Also, property management can send initial information to owner or their agent regarding Selling units at Adesso.
- The Unit Owner shall furnish the Board, as part of the notice, the name and address of the grantee.
- The Unit Owner shall provide Board and Property Management with name and contact information for closing attorney and closing date.
- Within 7 days of receiving title to a Unit, the purchaser shall give written notice to the Board of Directors of his or her ownership of the Unit.
- The Association and its vendors (Property Management, security, etc.) cannot handle, hold or distribute keys, lockboxes, etc.
- Lockboxes are allowed **ONLY** in the wall mounted cabinet located on the wall of P2 (guest and retail) parking area. No lockboxes are to be placed anywhere on the property other than this designated area. The homeowner must provide the listing agent with a key and key fob for entry. No keys are to be held by the front desk or management for any showings to the unit.
- Open houses are not permitted to be held on the property at any time.



12. Rental of Units

- No more than 30% of all Residential Units may be rented.
- The minimum term for the rental of any unit shall be 3 months.
- Owners must contact Property Management to obtain a Rental License granted by the Association in order to rent their unit. Management maintains a "waiting list" for Rental licenses. Only owners that request either in writing or in person to the property manager will be placed on this waiting list for consideration by the board, as rental licenses become available.
- Per the Master Deed, Rental License dues are paid quarterly, and are due in advance of each quarter. Rental license dues are \$300 per quarter (\$1200 annually)
- Payments are due prior to the first day of each quarter; January, April, July, October. Failure to pay license fee shall terminate the rental license agreement.
- A \$50.00 late fee will be assessed on all rental license fees that are not received by the 10th day of the month.
- Owners renting out their units are REQUIRED to provide each of their tenants with the Rules and Regulations Agreement for Owners with a Current Rental License and Their Lessees / Renters and return the completed signed document, signed by the Unit owner and Lessee, to Property Management within 10 calendar days of a lease for the unit being signed. Owners to obtain from property manager a tenant packet when a new tenant is signed with owner to lease the unit. Copy of the lease is also required once signed, to be kept in file for the unit.
- Owners are responsible for maintaining an updated Emergency Contact form, complete with their current tenant's information, with Property Management.
- Owners who rent their units to persons other than immediate family deem any rights to use the common amenities as fully and exclusively granted to the tenants. Immediate family is defined as the unit's titled owner's spouse/partner, father(s), mother(s), siblings, child (children).
- Residential units are restricted to residential use only.
- Units may not be occupied by tenants under the age of 18.

13. HOA Regime Fees

- Monthly regime fees are due by the 10th day of each month.
- A \$50.00 late fee will be assessed on all regime fees that are not received by the 10th day of each month.

14. Mail Centers

- Mailboxes are in the mail room located adjacent to the lobby.
- Replacement keys or locks for your mailbox must be obtained from the U.S. Postal Service.
- The recyclable bin(s) provided in the mail area is for the disposal of discarded mail only. No personal garbage other than mail may be placed in this bin.

15. Security

- The Association is not required to provide security personnel for Adesso. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve security of the Project. However, each owner, for himself or herself and his or her tenants, guests, licensees, and invitees acknowledges and agrees that the Association does not have a duty to provide security for the Project. Furthermore, the Association does not guarantee that non-owners and non-occupants will not gain



access to the condominium and commit criminal acts on the Project. The Association does not guarantee that criminal acts will not be committed by anyone on the Project. It shall be the responsibility of each owner to protect his or her person and property, and all responsibility to provide such security shall lie solely with each owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken.

- The building is controlled by a security access system 24-hours per day, 7 days per week for the building lobby entrances and parking garage entrances.
- Please contact Property Management to receive an access fob and for any changes to be made to the front lobby entrance call box. For misplaced or lost fobs, there is a \$30.00 replacement fee.

16. Animals and Pets

- As of December 1st, 2014, renters are strictly prohibited from having any pets and no pets will be allowed; permitted service animals are excluded from this restriction. Any renters already under contract or lease of a unit in the building will be allowed to keep their "grandfathered" pet as long as all guidelines and rules in the Rules and Regulations and Master Deed for the Association are followed.
- As of November 19th, 2014, any and all pets are required to be registered with Property Management using the Adesso Pet Registration Form. Any new homeowners moving into the building with a pet must register their pet prior to their move-in date.
- No owner or resident of any unit shall permit a pet or pets which weigh(s) in excess of forty (40) Pounds to enter the Property or be kept in his unit, or on the General or Limited Common Elements.
- The maintenance, keeping, boarding and / or raising of animals, livestock, or poultry of any kind, regardless of number is prohibited within any Unit, Limited Common Elements, or Common Elements. This shall not prohibit the keeping of small dogs, cats and / or caged birds as domestic pets, provided they are not maintained, kept or bred for commercial purposes and provided further that the keeping of small dogs, cats and / or caged birds will not generate such type of obnoxious or offensive activity, noise or odors as covered in the Rules and Regulations and Declarations.
- No potbellied pigs, snakes, pit bulls, Rottweilers, Doberman Pinschers or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Condominium at any time. The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) Days written notice. If the Owner or Occupant fails to do so, the Board may take appropriate measures to have the pet removed from the premises.
- An Owner or Occupant shall keep no more than two (2) dogs and/or cats (for a combined total of two (2) per Unit) and a reasonable number of other generally recognized household pets, as determined in the Association's sole discretion, weighing less than two (2) pounds each. No fish tank more than thirty (30) gallons in size shall be installed, kept, or used in a Unit without the prior approval of the AHA.
- All pets, including but not limited to dogs and cats, shall be kept leashed and under the control of their owner whenever they are outside their Unit, and shall not be allowed to run free or unleashed at any time, or to otherwise interfere with the rights, comfort or convenience of other residents.
- No dog walking is allowed on the Amenity Deck. Dogs may only be walked outside of the Project or in the designated pet walk area at the back of the property, near the loading dock. A pet station with doggie bags is located in this area



for your convenience.

- No pets are allowed in any portion of the Common Elements; provided, however, pet owners may walk a pet across the Common Elements for the purposes of entering or exiting the Building or traveling directly to, using the most direct route to the outside of the property.
- **All waste/excrements must be picked up and disposed of immediately. Proper disposal means that no waste/excrements shall be left on the property. Pet feces left upon the Common Elements must be immediately removed by the Owner of the pet or the person responsible for the pet.**
- Pets must be vaccinated and kept in accordance with the County Health Department laws and regulations.
- Owners are responsible for all damages caused by their pets to common areas and to the property of others.

17. Parking

- The Limited Common Element parking spaces may only be used by the Owners or Occupants of the Unit, to whom the parking spaces are assigned, and their guests.
- Residents must have an approved Adesso parking decal placed in plain sight on the back driver-side window or the front passenger-side window of their vehicle(s) at all times. Owners of rented units are permitted to retain one (1) Adesso parking sticker.
- Disabled, inoperable, abandoned, junk, or stored vehicles are strictly prohibited from being parked on the Common or Limited Common Elements. A vehicle shall be considered "stored" if it remains in the parking deck without being driven for 30 consecutive days or longer without prior written approval from the Board.
- Vehicles without properly displayed current registration plates are prohibited.
- No trailer, commercial truck, camper, house trailer, or boat may be kept on any Common Elements or Limited Common Elements without prior written approval from the Board.
- Commercial or governmental vehicles may be on the property between 8 a.m. and 8 p.m. for the sole purpose of servicing a unit or the Common Elements or Limited Common Elements. Prior written permission from the Board is required for commercial or governmental vehicles left overnight on the property.
- The display of any type of "For Sale" sign on a vehicle is strictly prohibited.
- No extended repair or non-emergency maintenance of automobiles or other vehicles may be undertaken on any of the Common Elements or Limited Common Elements. While it may be reasonable to replace a burned out light / battery, jump-start a failed vehicle or to switch license plates, it is not acceptable to add-to or change any vehicle fluids.
- Minor vehicle repair work shall be permitted in emergency cases only, provided the area is cleaned after the repairs have been completed. The Board may permit minor or emergency repairs upon request.
- If any vehicle is parked on any portion of the Project in violation of this Section or in violation of the Rules and Regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after 24 hours, the vehicle may be towed or booted. Violations are subject to monetary fines and other penalties including but not limited to the towing or booting of one's vehicle at the owner's sole expense.
- No parking in handicapped spaces is allowed without the appropriate designation. Violations will be subject to a monetary fine, in addition to the vehicle being towed or booted.
- If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's parking space, is obstructing the flow of traffic, or is parked anywhere other than a designated parking space, then the vehicle will be towed or booted immediately at the vehicle owner's expense. Neither the Board nor any other officer or agent of the Association



shall be liable to any person for any claim of damage as a result of the towing or booting activity.

- Retail parking is available on a limited basis for retail guests. There is a one hour visitor parking limit that is enforced.

Reserved Parking Spots

- **Due to limited parking for residents and guests on the property, you must park in your assigned space and NOT IN ANY OTHER LOCATION or your vehicle shall be towed away or booted at the vehicle owner's sole expense.**
- Any vehicle found parked in a reserved parking space without the express permission of the owner shall be towed away or booted at the vehicle owner's sole expense.
- Owners are responsible for the maintenance of their parking space(s) including but not limited to any excessive automotive liquid spills, leaks, etc.

18. Signs

- No signs, advertising posters, political placards, letters, notices, billboards or any other media of any kind shall be erected, placed or permitted to remain on the Condominium without the prior written consent of the Board or its designee.
- Any resident wishing to post a notice to community will need approval from management and can post this on the bulletin board in the mail room and also may post this on the community portal (Adesso HOA).

19. Utilities and Heating of Units in Colder Months

- Owners are responsible for introducing utilities and control points to their tenants, such as water cut offs, thermostats, filters, electrical panel, etc.
- In order to prevent breakage of water pipes during colder months of the year resulting in damage to any portion of the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of the insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of fifty-five (55) degrees Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two (32) degrees Fahrenheit or below. Owners and occupants of Units shall make every effort possible to keep heating equipment, including but not limited to the thermostat, in good working order and repair.
- Owners who are absent are encouraged to arrange for a trusted friend or Board approved service company to review their equipment annually.

20. Resident Storage Areas

- Storage spaces shall be used solely for the purpose of storing any personal property belonging to the Owner or Occupant of the Unit to which the storage space is assigned as a Limited Common Element. Storage units can only be rented to occupants in the building.
- No Owner shall store any explosives, or any flammable, odorous, noxious, corrosive, hazardous, or pollutant materials or any other goods in the storage space that would cause danger or nuisance to the storage space or the Condominium. The Owner will be subject to fines and any costs incurred for the removal of such items.

21. Club Room

- The Adesso club room is available for use by the Owners and the Owners' guests (or tenants) only, and is available on a first come, first serve basis. Reservations require the following: All residents reserving this amenity must be age 18 or older, an Amenity Agreement must be signed prior to a reserved event, a onetime non-refundable fee of



\$50.00 per reservation, and a refundable deposit of \$200.00 to be paid by the owner or tenant reserving this amenity (please reference the full terms of this on the Amenity Agreement, board approved July 2017).

- The Owner will be responsible for any damages and for the costs associated with the cleanup of the room and any other area of Adesso that is disturbed as a result of the use of the Adesso club room. Expenses will come out of the deposit, and any overage of this Deposit resulting in any damages will be charged or assessed to the unit or Owner. The Owner must adhere to the Fire Department's regulations regarding the maximum number of occupants allowed in the room. The maximum number of guests allowed is 25 persons.
- The Adesso club room is available Sunday through Thursday from 9:00 a.m. until 11:00 p.m. and from 9:00 a.m. until 12:00 p.m. on Friday and Saturday.
- Owners or tenants can reserve in 4-hour increments only, and only one reservation at a time, per day.
- The club room can be reserved through Property Management with a 72-hour advance notice. The club room cannot be reserved for Super Bowl Sunday or New Year's Eve or any major holidays. The Board reserves the right to block out any days for its use.
- The Owner or tenant that reserves the Adesso club room agrees to indemnify, defend, and hold harmless the Association, Board, Employees and Agents from and against any loss, expense, liability damage, death, physical injury, mental injury, negligence or willful misconduct and omission, claim (including reasonable attorney fees) arising out of use of the Adesso club room.
- Owners' guests must sign in at Front Desk prior to attending any event in the clubroom.

22. Garage Sales

- Garage Sales, yard sales, flea markets, or similar activities are prohibited.

23. Antennas and Satellite Dishes

No satellite dishes (except DirecTV), antennas or other devices for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Condominium, including the Unit or Limited Common Elements; provided, however that the Association shall have the right to erect, construct and maintain such devices. The following shall apply to devices installed by the Association:

- a. DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time.
 - b. In the event of transfer of the Unit which includes a satellite dish or antenna, the Grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Master Deed, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.
- The Board has the exclusive right and control over locations of antennas and satellite dishes.

24. Abandoned Personal Property

- Personal property, other than vehicles as provided for in the subsection hereinabove, shall not be kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements. If property management determines that a violation exists, then not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, property management may remove and



either discard or store the personal property in a location that the property management may deem appropriate.

- Property management may determine that an emergency exists and may exercise its removal rights hereunder without prior written notice to the property owner.

25. Front Desk Services

- Lobby personnel services are available at Adesso, 7 days per week, 24 hours per day (hours are subject to change based on the Association requirements). The On-Site Resident Manager is available, Monday through Friday, 8:30 a.m. until 5:30 p.m. for assistance. The On-Site Resident Manager and/or other front desk staff is not permitted to access a Unit unless under emergency situations. Please refrain from inviting personnel or management staff into your private residence. The building staff is available to assist you with common area questions and area amenity assistance as needed.
- An owner may grant the signing out of their unit key from ONLY the On-Site Resident Manager, during regular business hours, Monday through Friday. Key must be returned immediately and ONLY TO THE On-Site Resident Manager. If the On-Site Resident Manager is not present, then your key cannot be signed out/in. No exceptions will be made to this rule.

26. Move In / Move Out

- Occupants of Units shall be allowed to move in or move out only on the days and times pursuant to regulations adopted by the Board and by appointment only. Notwithstanding the above, there shall be no moving in or out of Units between the hours of 8:00 pm and 7:00 am. Appointments may be made through the On-Site Resident Manager. The following are required when moving in/out: a minimum 7-day advance notice to reserve the loading dock, a signed Amenity Agreement, and a non-refundable \$100.00 reservation fee (reference the full terms of this on the Amenity Agreement, board approved July 2017).
- The only exception to the \$100.00 reservation fee is for Sellers (owners) upon move out after sale and conveyance of their unit. The seller must still reserve the loading dock with management for a specific date and time; no fee however, will be assessed.
- Only the freight elevator may be used for moving items in/out of a Unit. Do not prop this elevator open for any reason or it will shut the system down. If the elevator becomes non-operable for this reason and by cause of a move in/out, then the unit reserving the loading dock will be charged and assessed the fee/bill incurred to correct and repair the elevator system.
- The main elevators are only usable for resident travel to include the lobby cart, luggage (such as return from a travel event) and groceries and/or their carts. It is never acceptable to use the main elevators to carry clothing and other "move in/out" items to vehicles parked in the retail/guest common spaces – instead use the pedestrian access door to the parking deck.
- Access to the loading dock must not be blocked during a move.
- Building doors may not be propped open during a move; if the door is required to be open for any reason other than passage to / from the pet walk area or the dumpster, a resident is required to be physically present at the open door at all times.
- A Certificate of Insurance, listing proper levels of coverage, as determined from time to time by the Board, must be faxed or emailed to Property Management prior to the move. The fax number is 803-251-2421. Email address for Property Management: julie@cmmrealty.com.
- No more than two (2) moves may be scheduled in the same day.
- All hallways, elevators, doors and floors must be adequately protected during a move. The



exterior surfaces to unit doors are considered Limited Common Elements and must be protected from moving carts, feet / scuff marks, etc. The unit owner will be responsible for damage to any Common Element or Limited Common Element that occurs during their move.

IV. Window Treatments

- Each unit owner will be responsible for providing window treatments on every window.
- Window treatments are required at all times.
- Any portion of any window treatment, which is visible from the exterior of any unit, must be white or off-white in color, or 2-inch wood shades in natural wood color. No flags, banners or other treatments to be visible from exterior, on any windows.
- When, for any reason, visible window treatments need to be replaced the Property Manager will require a sample of the proposed product's color for approval prior to installation. Emergency situations will be verbally approved by the Property Manager subject to time restrictions.

V. Alterations/Renovations

To be in compliance with the Bylaws and Rules and Regulations and for your protection as well as adjoining tenants, please note the following:

- All contractors must provide proof of insurance (including workers compensation) as well as a City of Columbia business license. The unit owner **must fax or email a copy of the license and proof of insurance to the Board and/or Property Management for approval prior to start of any construction.** Except for emergency repairs, the Board must receive the owner's plan at least 30 calendar days prior to the start of the renovation; the plan must include the start and stop dates, 24-hour contact phone numbers for the prime contractor and any subcontractors and any other requested data. The fax number is number is 803-251-2421. Email address of Property Management: Work must be completed during normal business hours (8:30 a.m. – 6 p.m.), Monday through Friday. Work may not be performed at any other times or on any other days without prior written approval from the Board.
- The renovation must begin within six (6) months from the date of approval is received from the Board.
- The renovation must be completed within ninety (90) days of the date it began.
- The Community's compactor **MAY NOT** be used for construction debris. Your contractor must have all involved common area hallways clear and clean by 6 p.m. each day of construction. All construction debris must be removed from the property each day.
- In addition, as a courtesy, it is recommended that owners notify their neighbors of any planned renovations, so the neighbors are aware of what is taking place and know what to expect.
- The freight elevator must be reserved in advance and is available on a first come, first served basis. Please contact the Resident Coordinator for scheduling.
- Damages / repairs / maintenance caused to Common or Limited Common Elements by and during your contractor's service to you will be charged back to the unit owner.
- Lastly, neither the Association nor the Board of Directors shall be held liable for any injury, damages or loss arising out of the manner of quality of approved construction on or modifications to any condominium unit.

General Rules for Builders and Trade Contractors:



1. Owner will assume responsibility for the compliance of all occupants, employee and trade contractors with the rules and regulations of the Association, as well as all applicable local, county, state and national agencies.
2. Construction activities may take place from 8:30 a.m. – 6:00 p.m. Monday through Friday. Special permission may be granted, in advance, by the Board for evening and weekend work.
3. No drugs or alcohol shall be consumed anywhere on the Premises, nor will any contractor or vendor be allowed on the Premises while under the influence of drugs or alcohol.
4. No foul, offensive, or excessively loud language shall be allowed.
5. Shirts and proper footwear shall be worn at all times.
6. Clothing with objectionable language or symbolism will not be permitted.
7. No pets are permitted on the Premises
8. Any physical contact (fighting) will result in the immediate termination of that trade contractor's right to conduct business at the Premises.
9. Employees and trade contractors shall obey all posted speed limits.
10. All vehicles must stay on designated roadways and alleys.
11. Trade contractors will strictly adhere to the parking regulations as revised from time to time. No vehicles may be left overnight.
12. There will be no washing or maintenance of vehicles at the Premises.
13. No trade contractor or vendor will be allowed to display any signage, either as yard signs or permanent signage, without the prior written approval of the Board.
14. Only builders and trade contractors will be allowed on the jobsites. Friends and family may drop-off and pick-up employees but may not stay on the jobsite.
15. All equipment and construction debris must be removed from the jobsite at the end of each day.
16. Construction debris may not be put in the Condominium's compactor.
17. Excess materials may not be stored on the premises.
18. All concrete mixing and cleanouts must be done off site. All costs relating to such will be the responsibility of the Owner.
19. Owner will be required in some situations to barricade and protect trees and natural areas.
20. Owner will protect and replace, if damaged, all infrastructure during construction, including, without limitation, roads, curbs, roadway under drains, sidewalks, bridges, walls drainage inlets, transformers, light poles, signage, trees, hallways, elevators etc.

VI. Enforcement and Penalties

A system of penalties has been established to ensure compliance with the Rules and Regulations of the Association. The Board believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other.

- **A fee of no less than \$50 per violation, per occurrence and/or per day will be assessed for all incurred violations. Fines will increase on an incremental scale if the violation is not resolved. See the next page for more details. Failure to pay these fines may result in other significant penalties, including liens placed on the Owner's Unit as defined in the Master Deed and Bylaws.**
- If the violator is not a unit owner, the Association may choose to only deal with the registered owner and not the resident tenant. In any case, the owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The UNIT OWNER is ultimately responsible for all fines and the removal of all violations.

II. Resident Requests, Complaints and Issues



- All requests, complaints and issues must be in writing and submitted to the property manager

Or a board member. For issues and matters above and beyond normal and regular common area maintenance or building items, an "owner resolution form" should be filled out and given to management. Management will then forward this request to the board liaison to handle or address these issues with those individual owners.

Please use the Association website to report a problem to property management. The Association website is <https://adessohoa.mybuilding.org>.

Incremental Fine Schedule

Upon **WRITTEN** notice that an owner or their tenant(s) is (are) in violation of the Declaration and/or Bylaws and/or Rules and Regulations, fines will be assessed in the following manner:

# Of Violation Days	Monetary Fine
Days 1-14 (2 weeks)	\$50 PER DAY
Days 15-21 (1week)	\$100 PER DAY
Days 22-28	\$150 PER DAY
Day 29 and beyond	\$200 PER DAY

For example: Upon written notice that an owner is found in violation of storing a bicycle on his/her balcony, the following fine(s) would be assessed:

- The owner is notified in writing of the violation and the starting date for fines.
- For each day thereafter that the bicycle remains on the balcony, the owner will be assessed a \$50 fine PER DAY up to Day 14 (May 14).
- For each day thereafter that the owner continues to be in violation, the fine increases to \$100 PER DAY up to Day 21 (May 21).
- For each day thereafter that the owner remains in violation, the fine is increased to \$150 PER DAY up to Day 28 (May 28).
- For every day after the 28th day that the owner remains in violation, the fine will be \$200 PER DAY.

Therefore, if an owner remained in violation for 30 days, the amount of fines owed would be:

# Of Violation Days	Monetary Fine	Amount Owed
Days 1-14	\$50	\$700
Days 15-21	\$100	\$700
Days 22-28	\$150	\$750
Days 29-30	\$200	\$400

GRAND TOTAL OWED FOR VIOLATION: \$2,550

