

**RULES AND**



**REGULATIONS**

Effective: April 20, 2020

In addition to the use restrictions as set forth in the Master Deed, the Board of Directors has established the following guidelines for The Lofts at Mills Mill.

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## Background

*The fundamental purpose of community rules and regulations is to provide the framework within which people can live in harmony in a group situation and to provide a basis for protecting equity of owners in the Association. Most rules are merely expressions of residents being courteous and considerate of their neighbors. These rules establish the standards of life-style at The Lofts at Mills Mill and protect the rights and investment of owners. Prospective residents should look elsewhere if this is not the standard that they and their guests are willing to support, maintain, and enhance.*

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## General

All Lofts recreational facilities (community room, fitness center, pool, etc.) are for the exclusive use of the Lofts residents and their guests. Residents are responsible for the conduct and safety of their guests at all times. Because the Lofts 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 a first priority.

*Note: The Board of Directors has the right to limit the number of guests that may accompany any resident at any time.*

1. The Lofts is not responsible for any personal property loss or damage which may occur on or within the pool area, fitness center, community room, or other common areas.
2. Carts are provided to assist bringing in groceries, packages, etc. Carts are to be returned to the mail center immediately after use.
3. "All balconies, patios, porches and terraces that compromise Limited Common Elements appurtenant to particular Units shall be kept in a clean, neat, sightly and orderly condition at all times," (Reference Section 8.17, Master Deed)
  - Usual and customary patio furniture, potted plants with saucers and appropriate patio decorations may be kept on patios, balconies and decks. At no time shall balconies, patios and decks be used for storage of garbage or personal property, including, but not limited to bicycles, fitness equipment, tools and toys. Nothing should be attached to the Limited or Common Elements. All lighting should be turned off when not in use.
  - Laundry, towels or banners may not be hung and dead plants must be removed promptly. No indoor-outdoor carpeting, hot tubs, or pools shall be installed.
  - No cooking grills of any kind are to be used or stored on any patio or balcony. Portable kerosene or natural gas heaters are not allowed (and are not legal for use in multi-family homes).
4. Smoking is not permitted in any of the indoor common areas, including hallways, fitness center, or community room.
5. Personal items must not be left in the storage area outside of the owner's individually deeded storage unit. Items left in the common areas of the storage basement will be considered abandoned and removed at the owner's expense.
6. No obnoxious, offensive, or unlawful activity shall be conducted within any unit or in the common areas which may become an annoyance or nuisance to others or endanger the health and safety of any person.
7. 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., shopping carts, trash chute, boisterous activity, etc.) and their units (e.g., TVs, stereos, vacuuming, allowing doors to slam, etc.).
8. Residents should not "tailgate" when entering the gated resident parking area. Each vehicle should swipe their proximity card to signal the gate to open.

9. The Lofts does not provide an area or outlet for electric vehicles to charge, including golf carts.
10. In addition to these rules and regulations, "Article VIII – Restrictions on Use" in the Lofts Master Deed should also be reviewed.

## Architectural Control and Construction Rules



*The intention for specifying architectural control in community associations is to keep some semblance of uniformity and balance within the association. Guidelines are established and owners must receive advance approval before any exterior work is done. Residents of some communities might not be used to association living and might find that these rules limit self-expression. At the Lofts at Mills Mill, we are not just any condominium or community association. Our one-of-a-kind property played a formative role in the history of Greenville and is on the National Register of Historic Places, which makes the following rules and regulations aimed toward preserving the property all the more important.*

1. 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.
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), and/or one small key holder or doorbell (with board approval using property change request). All other personal items and decorations in the hallways, on unit doors, or elsewhere in the common areas, including but not limited to shoes, umbrellas, furniture, flowers, planters, statues, hardware, electronic equipment, pictures, and signs are prohibited. 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. All architectural modifications and additions outside an owner's unit must be approved by the Lofts Board of Directors. Contact the Association Manager at 864-467-1600 for the Property Change Request Form.

*"Exterior" at the Lofts is considered anything outside of your unit, including outside your unit in the hallway. All changes require approval, including handles or locks on your door, addition of key holders or doorbells to your door frame, hardwood floor thresholds, and any other items proposed to be installed in hallways, balconies, or patios.*

4. Screens are permitted to be installed on your windows or exterior patio/balcony doors. Architectural approval must be obtained prior to installation. Framing of screens must match the color of the window or door framing and charcoal gray or black fiberglass screening is recommended.

*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—as well as ensuring that property values and building integrity are maintained.*

5. Residents and contractors shall store construction equipment and supplies only within the unit, and shall provide to 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.

7. If access to common areas (including roof, maintenance closets) or other unit is required this must be coordinated through the Association Manager.
8. All Contractors/service people must enter into and park in the owners' parking lot. They must also 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 potentially be a 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 owner envelope will require the appropriate license.



*Contact the Association Manager to discuss your project if you are not absolutely certain about architectural design review or rules governing work that you or a supplier are about to take on. Always better to learn from the experience of others before you, such as: the solvent or paint you planned to use will likely impact those living below you if not properly ventilated; the renovation design targeted for your kitchen sink and dishwasher could cause problems for the drain on which the hallway AC outside your unit depends; tools that generate a lot of dust can set off the building fire alarms. Our Association Manager has dealt with these and many other similar incidents and can help you to avoid construction problems while keeping it peaceful and quiet for your neighbors.*

*Please refer to the following URLs for more information about the history and uniqueness of our property [http://en.wikipedia.org/wiki/Mills\\_Mill](http://en.wikipedia.org/wiki/Mills_Mill) or <http://www.nationalregister.sc.gov/greenville/S10817723027/index.htm>.*

## Parking



*Few issues can compete for the title of "the most aggravating" amongst community associations than the subject of parking. Busy schedules, armfuls of groceries, and the ever-increasing number of vehicles per household are just some of the sources of the problem. The good news is that there are more than enough parking spaces at Mills Mill for everyone... but not all of them are just outside the building entrance. The objectives of the rules and regulations below are so that all residents—and their cars—can live in peaceful harmony in the community.*

1. Section 8.5 of our Master Deed "No Owner or any immediate family member, tenant, or invitee of any Owner, shall park, store or keep any vehicle on the property, except in the designated parking areas within the Property." Additionally, Section 8.5 states, "Boats, trailers, jet-skis, and trailers for same, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini-vans, or passenger sport utility vehicles), recreational vehicles (including without limitation RV's and motor homes) and vehicles used primarily for commercial purposes are also prohibited from being parked on the Property except In areas which may be designated by the Board as parking areas for particular types of vehicles. Notwithstanding the preceding sentence, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Property during normal business hours for the purpose of serving any Unit or the Common Elements; provided, however, that no such vehicle shall remain on the property over night or for any purpose without the prior written consent of the Board.

2. Packing pods are to be parked, erected, kept, or permitted to be parked on the property with permission from the BOD. Permission can be requested from the BOD prior to parking, for a 7-day period and must utilize the last two parking rows of the residents' parking lot. Parking without permission or exceeding the temporary permission will result in a violation.
3. Residents and/or their guests may use the designated parking spaces along Guess Street but are advised that parking in these spaces is at the Owners risk. Video surveillance of that area is not available.
4. All vendors, mail and delivery, contractors and repair personnel, etc. are to park in the resident's parking lot in the back of the building. Access to the gated, resident lot is the responsibility of the owner/resident. Vendors and contractors are prohibited from parking their vehicles in the handicapped spaces or blocking the handicapped spaces.
5. Moving vans must park in the designated, marked, loading space adjacent to the swimming pool. Moving vans are not allowed to block the 30 Minute or handicapped spaces at any time.
6. An official state-issued handicapped parking placard or license plate is required to park in the handicapped spaces.
7. The two 30-minute loading and unloading spaces are for the benefit of all residents to carry items in and out of the building. These two spaces are not to be used for general parking and/or especially overnight parking.
8. 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. Power cords and hoses are not to be run in the parking lot for automotive servicing. Routine services such as towing, jump-starting or battery replacement, windshield repair or replacement, washing, waxing, and vacuuming are allowed.
9. Absolutely no parking is permitted at any time in the fire lanes (denoted by red curbs). Greenville Police Department enforces the fire lanes.
10. Events such as tailgating parties are not allowed in the parking lot.

## Waste and Recycling



waste management company will not pick up items outside of the dumpster. Owners will be charged for the expense of removing abandoned items.

1. Do Not place glass, ceramic items, or mirrors in the trash chute. Green colored recycling bins are available near the bike rack for GLASS recycling only. No ceramic items, window glass or mirrors are accepted.
2. All other trash and garbage must be placed in plastic bags and tied securely before being placed in the trash chute. Larger/overflow trash items (e.g. large boxes, packing materials, etc.) must be taken to the dumpster located near the Bark Park and never placed in the trash chute. **Fines will be assessed for any glass and large/loose items placed in the trash chute.**
3. 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 by the dumpster. The



*Typically take your trash or recycling out on weekends? Well, so do many others, including those moving, which on rare occasion can lead to containers or the chute being full. Consider taking your trash and recycling mid-week if that can be accommodated.*

4. Blue recycling bins are available near the bike rack so that Lofts residents can conveniently support the recycling effort. Please refer to the signs above the recycling bins for a list of items that are accepted for recycling and place only approved items in these containers.
5. Thoroughly rinse all containers before placing them in the Green or Blue bins. Boxes must be flattened and placed inside the containers to allow room for others to recycle.
6. Greasy, cheesy pizza boxes or take-out containers, plastic bags (including grocery or trash bags), bubble wrap, and Styrofoam are **NEVER** accepted for recycling. Placing those objects in the bin will result in the bin being processed at the landfill rather than the recycling center.

If you need to dispose of large cartons or if the bins are full, either flatten them and place in the dumpster at the Bark Park or take them to the city recycling center at 800 Stone Avenue or 514 Rutherford Road. Do not leave anything on or next to the blue recycling bins.



*Take your proximity card and wear shoes when you walk to the trash chute. In the event it happens to be full, you can continue outside to the dumpster to properly dispose of your bag... never on the floor in the trash chute room.*

7. Under no circumstances is garbage or trash permitted outside any unit—in the hallways, trash chute rooms, or balconies—with the intention of later removal. Fines will be assessed for garbage or trash left outside a unit.



*Have personal items that you no longer need or want? Please take them to Goodwill or equivalent to give them a second life. Do not leave items near the mail slot or in the storage area for “donation”. Someone might appreciate your old magazines, books, 8-tracks, and electronics, but not at the expense of our building appearing as a jockey-lot. If you think someone in the Lofts would appreciate your generosity, an alternative could be to post a note on the bulletin board or online. You could offer your lightly used items or excess veggies and have them come to your unit to collect them, rather than cluttering up the common areas.*



*A little overwhelmed? Simply recycle what is allowed and make sure items are always **inside** the containers. What inconsiderate folks leave on top or next to the bins looks—well—trashy, and usually ends up blowing across the property. All remaining household trash must go **inside** the trash chute or dumpster... never in the common areas or containers near the entrances/exits.*

## Pets



*The reality television program “Dog Whisperer with Cesar Millan” featured guests and their problem dogs that were rehabilitated by the end of the show. Millan offered coaching on how the owners could become their pet’s “pack leader”. It was up to the viewer to decide whether the behavior modification was more the dog’s or the owner’s to be made... always the owner’s first before progress could be made with their pet. “Dogs are the most amazing creatures; they give unconditional love.” is a favorite quote. In return, we treat them as members of the family and welcome them to The Lofts at Mills Mill. However, dog owners who struggle to follow the rules on pet ownership will not find living here as welcoming... or worse, find as “pack leader” that they have let their pet down and it might have to go live elsewhere.*

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. The exception is inside the Bark Park, where dogs may be off leash if “under control” of the owner.
2. Pet owners are required to curb their pets at least 30 feet away from all building entrances, sidewalks, and patios. Owners shall not let their pets void inside the building or on patios. A Bark Park has been provided for this purpose.



*Why require pets to “go” so far away from the building, sidewalks, and patios? The cost of improving and maintaining the grounds is one of our largest monthly expenses. It is important for first and lasting impressions of our community that any possible damage to the grass be limited to areas on the property with the lowest resident and visitor traffic.*



*Not carrying your tape measure with you when you are out walking your dog? No problem... 30’ is approximately the width of three parking spaces. Make sure to maintain this distance from the building, doors, sidewalks, patios, and other “people” areas before letting your dog void.*



*You and I had trouble “holding it” as infants and could possibly have some trouble in our final years. The same is true for puppies and older dogs. Accidents happen. What is important is that all accidents, especially inside the hallways, elevators, stairs, and entrances/exits are immediately cleaned and sanitized if your dog makes a mess. No one will do this for you. It is on you to check behind where you walk your dog to make sure nothing has accidentally “dropped” ... and immediately and responsibly treat any areas if something has.*

3. All pet waste must be immediately disposed of properly. Pet owners are responsible for the removal of the waste and disposal in provided dispensers at the entrance to the Bark Park and in the front of the building.



*Consider a dog leash with a holder for bags or perhaps tie bags to the top of the leash so you are never without when Fido is ready for his “business”.*

4. Pets should never be allowed in or voiding on any of the landscaped gardens or within 30 feet of the community garden plots. Dog urine can do significant damage to shrubs and flowers. We have significant operating costs in improving and maintaining our grounds. There is no reason to allow our pets to compromise those investments.



*There is no other downtown condominium with a Bark Park, so please take advantage of one of the features that separates us from other properties.*

*Be cautious, ask your neighbors who are already in the Bark Park if it is ok to let your dog off their leash. Some pets (and owners) might not always play nicely together.*

5. No pets shall become a nuisance to the community, your neighbor or damage our property. Pets must not unreasonably disturb neighbors through continuous barking, howling, whining, etc.



*We do recommend you speak to your neighbor to discuss if an issue arises before pursuing a violation through the BOD or the Association Manager. Open neighborly communication is critical to community living. There is a very good likelihood the owner is unaware that their dog is barking when they are not home.*



*Shopping for the perfect play toy for your pup to occupy itself while you're away? Imagine for a moment how hard balls and chew toys might sound to the neighbors below you as they are bounced across your floor and perhaps consider alternatives.*

6. No pet may be tied, chained, fenced or staked in any common area including a resident's patio.
7. The breeding of animals for commercial purposes is prohibited.
8. The Lofts has breed restrictions and the number of pets allowed. Section 8.8 of the Master Deed states and is quoted in part: ".....an Owner may keep no more than a total of two (2) dogs and/or cats per Unit and a reasonable number of other generally recognized household pets, as determined by the Board in its sole discretion from time to time, weighing less than two (2) pounds each (including by way of illustration, but not limitation, fish, gerbils and small birds). Notwithstanding the foregoing sentence, no potbellied pigs, snakes, pit bulldogs, Rottweiler's, Doberman pinchers, or other animals determined by the Board, in its sole discretion from time to time, to be dangerous may be brought onto or kept on the Property an any time.....that the Board may remove immediately and without notice any pet determined by the Board, in its sole discretion, to present an immediate danger to the person, health, safety or property of any owner or the immediate family of an Owner." Refer to Section 8.8 in our Master Deed for more specific details.
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.



*It is not only disgusting for residents to not pick up their dog's "doodie", it's also a health and safety risk. The possibility of disease spreading to other pets or the risk of E. coli or other poisoning to humans who might walk in your poo then track inside is real. Additionally, dog feces rank as high as third on the list of contributors to contaminated water. Those downstream from our Brushy Creek sure appreciate you immediately and properly disposing of your dog waste.*

10. Please see the Master Deed, Section 8.8 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.
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## Leasing Permit Policy

In order to preserve the character of the condominium as predominantly owner-occupied, and to comply with the eligibility 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 if said owner is not in residence or the unit is not the primary residence of the Owner.

1. a. "Leasing" as used in this Section shall mean the regular and/or exclusive occupancy of a Unit by any Person other than the Owner or the immediate family of the Owner in the Owner's absence if said Owner is not in residence or the unit is not the primary residence of the Owner.

b. As per the Master Deed, Section 8.6 "No Unit may be leased for a period shorter than one (1) year, and leases of less than the entire Unit shall not be permitted;" Subletting of units is not allowed.

Frequently asked questions:

- Can an immediate family member live in a unit without the owner in residence? Yes
- Can a non-immediate family member live in a unit without first obtaining a Lease Permit and requiring a signed 12-month lease? No

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. The appropriate leasing fee must accompany the request for a leasing permit.

3. All regime fees, assessments and Lease Permit fees must remain current in order to obtain/and retain a leasing permit.

4. Only 31 units may be leased at any one time.

5. Once a leasing permit has been issued, the unit Owner has ninety 90 days from the date of issuance to secure a Tenant. If the unit Owner has not obtained a Tenant, the permit will be forfeited. However, the Owner may request a onetime 30-day extension provided he produces proof of advertising of the unit for lease to the Association Manager. Documentation must be provided upon request until the unit is leased. If the unit Owner fails to provide documentation, the permit will be withdrawn.

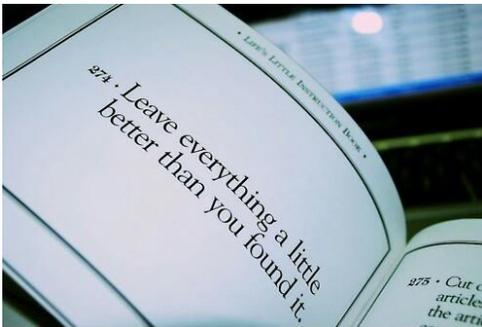
6. Per the Master Deed, leases must be a minimum of twelve (12) months. Leases for less than twelve months are not permitted and will not be considered valid at the Lofts. In the event a Tenant moves out before the twelve-month lease expires, Owners can maintain the lease permit with the property remaining vacant until the 12-month lease expires or can forfeit their leasing permit. The BOD retains the right to waive the 12-month rule if the Owner provides documentation that the Lease was broken due to **death, catastrophic illness or military deployment**.

7. A signed copy of the lease agreement with each page of the current rules and regulations initialed by the Tenant(s) incorporated therein, and a signed copy of the Affidavit must be provided to the Board and kept on file at the Association Manager's office. Upon receipt of the aforementioned documents by the Association Manager the Owner can provide the Tenant with proximity cards (key fobs) for entry onto the property of the Lofts at Mills Mill.

8. The Owner is responsible for providing the Tenant with the Move In/Out Policy and the Owner must ensure that the Move In/Out Policy is adhered to.

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9. A “lease-to-own” agreement between seller and buyer of a unit requires a valid leasing permit.
  10. No timeshares, hotel-type tenancy, or equivalent programs (e.g., VRBO, Airbnb) are allowed.
  11. Leasing permits are assigned to a unit and do not convey.
  12. Refer to the Move In/Out Policy section for information on the Move-In Fee.
  13. A pro-rated Lease Permit Administration Fee will be collected at the time the permit is applied for and will be assessed annually on January 1 of each year thereafter. A one-time, nonrefundable Leasing Waitlist Fee will be assessed of Owners requesting to be added and maintained on the waitlist. These fees are necessary to cover overhead associated with the management of our 31 rental units.
  14. Owners are expected to adhere to the terms of the Leasing Policy and Master Deed, and to inform the Property Manager of any change in the terms of their lease. Failure to comply will result in the fines below:
    - a. \$500 early Re-Leasing Fee (units leased more than one time in a 12-month period).
    - b. \$1,000 Re-Leasing Fee for the 2nd Violation, loss of the lease permit, a cease-and-desist court order and the repayment of any related legal expenses for any future violations.Up to a \$1,000 Fine, loss of lease permit, a cease-and-desist court order and the repayment of any related expenses.
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## Pool



*Our community is fortunate to have amenities that set apart The Lofts at Mills Mill from other downtown condominiums. The swimming pool, community room, grilling area, and fitness center add value to the property and can bring residents of the community together as gathering places 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. Your cooperation and commitment to the rules and regulations below will allow those who come behind you to be able to enjoy the amenity as much as we hope you were.*

The Lofts at Mills Mill’s pool is regulated by the South Carolina Department of Health and Environmental Control. The SC DHEC regulations in part determine the Rules and Regulations that we have established for our pool.

1. No lifeguard is on duty. All non-swimmers must be accompanied by a swimmer with the ability to assist when using the pool area. Swim at your own risk. The Lofts is not responsible for injuries or accidents to residents or guests.
2. Pool parties are not permitted except when organized and scheduled by the Social Committee for residents. Nonresident guests are not allowed during these scheduled events without prior approval from the BOD. Resident organized activities or group activities outside of the social Committee that interfere with other resident’s use of the pool are not allowed.
3. Please use discretion in the number of guests you bring to the pool. Guests must be accompanied by the resident at all times while using the pool. Unaccompanied guests will be asked to leave and residents will be notified as defined by

the rules and regulations enforcement procedures. Residents are reminded that the BOD has the right to limit the number of guests that may accompany any resident at any time.

4. The pool may be used only from 7:00 a.m. until sundown each day during the season designated by the BOD. Seasonal opening and closing will be communicated by the Property or Association Manager.
5. The pool telephone is for emergency use only. (Dial 911)
6. Showers are recommended before swimming.
7. 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.
8. Flotation devices are permitted provided they are not used in such a manner so as to interfere with other residents' normal pool usage. (Note: these devices are not to be relied upon for lifesaving purposes.)
9. No Diving, running, pushing, excessive splashing, horseplay, or causing an undue disturbance in or about the pool area is allowed.
10. Audio / music devices are to be used with earphones only so as not to disturb other residents using the pool.
11. No glass containers of any kind are allowed inside the pool area. The owner will be assessed a \$1000.00 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 is required to be closed, drained, and cleaned according to SC DHEC. The cost for this required work will be assessed to the responsible owner above and beyond the \$1000.00 violation fine.
12. Proper attire is required at all times. Cut-off jeans and frayed clothing 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.
13. We recommend waterproof pants over a swim diaper for those that are incontinent. Treating contamination of the pool is costly.
14. No food, tobacco products, or similar items are allowed within four (4) feet of the pool. Use trash containers for the disposal of all waste products.
15. Pets or animals are not permitted within the enclosed pool area. SC DHEC R.61-51A. Violators will be fined \$50.00. No warnings will be issued due to it being a violation of a SC DHEC regulation.
16. Additional expenses incurred by the HOA due to actions of the resident or their guest (i.e. pool closure due to unsanitary conditions, broken furniture, fouling of the filters, etc.) will be billed to the Unit Owner. This charge may be in addition to a fine if a violation has occurred.
17. Pool area must be evacuated during severe weather such as thunderstorms, hail, etc.

## Community Room

The Community Room is a Common Element, which includes an ingress and egress to and from the pool, patio and parking areas, therefore the hindering or encroaching upon a resident's right to use a Common Element or ingress and egress is prohibited. Residents who wish to use the Community Room for reserved functions must be aware that they may have to accommodate residents' desire to enter or exit through the community room, although residents are requested to avoid the Community Room during that time.

1. **Resident(s) Use:** The Community Room is first and foremost for the exclusive use of the residents of the Lofts. Residents are encouraged to use the space for recreational and social gatherings, and use will be scheduled on a first come basis. To ensure availability and avoid conflicts, organized activities for residents must be scheduled through the Association Manager and posted on the community calendar once the appropriate reservation form and supporting documents have been completed and sent to the Association Manager who will coordinate Board of Directors approval (please allow two weeks). No refundable deposit or usage fee will be required; however, the resident requesting the use of the space will be responsible to return the room to the condition it was found in. Failure to comply will result in a fee equal to janitorial and/or damages. The area will be inspected after each event.
2. **Social Committee Use:** Activities scheduled by the Social Committee will be posted on the calendar. No refundable deposit or usage fee is required.
3. **Use by Resident(s) that include Nonresident(s):** Residents wishing to use the Community Room for a reserved function which **includes nonresidents** will need to submit the appropriate reservation form, supporting documents and two checks (as described in the reservation form) to the Association Manager at least two (2) weeks in advance. The Association Manager will coordinate Board of Directors approval and post on the community calendar upon receipt of approval. Please note that the Community Room may not be reserved to conduct business for profit or personal financial gain. It may be used by residents to benefit charitable organizations that are recognized by the IRS as such. Each Unit may reserve the room one (1) time each year, for up to 50 persons, at no fee. A deposit of \$500 will apply and the area will be inspected after each event before the deposit is returned. To help defray additional costs for janitorial, utilities, maintenance, wear and upkeep a usage fee will be assessed for additional reservations as follows:
 

• For use by up to 25 persons:	\$500 Deposit	\$ 50 Fee
• For use by 26-50 persons:	\$500 Deposit	\$200 Fee
4. Reservation hours are between 8:00 a.m. to 10:00 p.m., including setup and cleanup which must be on the day of reservation. Only the community room may be reserved. The adjoining patio, fitness center, grills and the pool may not be reserved or used for events that include nonresidents. Please do not reserve more hours than needed for event preparation, the event itself and for post-event cleanup, as a courtesy to other residents.
5. While reserved, the Community Room is intended for use by the resident and their guests. Other residents are requested to respect the reservation and will be asked to avoid the community room during the reserved time. Notification to residents must be made by posting reservation posters sent to you by the Association Manager on the Lofts notice bulletin board and Community Room entrances 2 days prior, announcing and notifying the community of the reservation.
6. All rules and regulations apply for the community room, whether for a reserved event or for casual resident use. Residents are accountable for the actions of their guests and outside service provider at all times. Care must be taken to not disturb residents during a reserved function and while guests enter and exit the event. All or portions of the refundable deposit may be withheld as a result of housekeeping violations, rule violations, or disturbances.
7. Any vendor invited to provide goods or services must provide proof of General Liability and Workers Compensation insurance. If alcohol is being served, Liquor Liability insurance is required and must be submitted with the rental request.

## Grills

1. Make sure the burner controls are turned off at the grills after each use. The timer will control that gas is not flowing to the grill after use.
2. Grill grates are to be cleaned after each use. A wire brush is provided.

*Not cleaning the grill plates after use will result in a violation. No resident wants to find the grills dirty from other peoples' use when they are there to grill a meal!*

## Fitness Center

1. The use of the fitness equipment is at your own risk.
2. Volume of the TV should be at a respectful level at all times.



*Using closed captioning subtitles is a good way to let exercise help you manage your stress... while not adding to your neighbors'.*

3. No personal articles are to be left in Fitness Center and no Association items should be taken out of the room.



*Arrange a lounge or raise the umbrella at the pool to maximize sun or shade? Use a few dumbbells in the fitness room for your cross-fit routine? Combine a few tables in the community room for an impromptu gathering? Great! Remember to put things back to their normal position. The nice folks who care for our building might take care of that, but it is likely that several of your neighbors will want to enjoy them before things can be returned to their standard setup. Please try to "leave everything a little better than you found it" out of courtesy for your neighbor.*

## Moving



*Moving day is equal parts anticipation of finally signing the papers to join our wonderful community and the stress of wondering how you will be able to get it all done so you can be settled in and feeling welcome. The proper planning and execution of a move, especially if you are downsizing from a single-family home to multi-family living, is enough to overwhelm even the most prepared. The Lofts moving guidelines are in place to help you avoid missteps during your move in to or out of our property. Your new neighbors and our historic building will appreciate your attention to detail on the rules and regulations below.*

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1. Please contact the Association Manager 48 hours in advance of your moving date (Business Hours 8:00 a.m. - 5:00 p.m. Monday - Friday) to make arrangements and to have the elevator pads installed for all moves in/out.
2. Moving in and moving out 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.
3. Only the rear resident entrance may be used for moving in or out. At **no time** may the entry from **Guess Street** be used for the moving in/out process. Items being moved may not block or impede walkways and hallways. Exercise care not to scuff or mark the common area walls and floors during the move in/out process. Damage to the building, gates or grounds will be responsibility of the Owner/Tenant.
4. Moving trucks of any type are to park in the rear of the building **along the swimming pool fence only**. The 30-minute loading zone may not be used by moving trucks. Access to the handicapped parking spaces may not be blocked. Moving trucks may not block cars or impede traffic.
5. Owners/Tenants are responsible to be present or to make arrangements to allow access into the gated parking area and the rear entrance to the building.
6. Pods or temporary storage containers used during the moving process may be used only with **prior approval** by the Board. Contact the Association manager to obtain approval. Pods are to be placed in the last parking row in the rear parking lot of the building for a maximum of three (3) days.
7. Proximity Cards - Two (2) Proximity Cards will be issued by the Association Manager free of charge, and the new owner entered into the Call Box system upon receipt of verification of transfer of ownership. Proximity Cards and Call Box information of the prior Owner will be deactivated by the Association Manager upon receipt of verification of transfer of ownership. New Owners may purchase additional proximity cards from the Association Manager.
8. Proximity Cards may be issued by the Owner to a Tenant once the Owner delivers a signed copy of the Lease, Affidavit and the initialed required pages of the Rules and Regulation to the Association Manager, and he provides the Tenant with

the Move In/Out Policy. The tenant may request their name be entered into the Call Box system once the property manager is in possession of the signed lease and supporting documents.

9. The Association will collect a non-refundable \$350 Move-In Fee to recover costs of building wear associated with moving. There is no fee when moving out. This fee will be collected at closing from the buyer for units being sold. Investor-owners will be assessed the fee for units at the signing of each new lease.

10. This is a secure building. Entry doors to the building **may not be propped open** at any time. Owners will be held responsible for any security violation and damage to doors as a result of being propped open.

11. Elevator doors **may not be propped open** at any time during a move.

12. Sound carries. Noise must be kept to a minimum during the move in/out so as to not disturb neighbors.

13. All boxes and packing materials must be broken down and disposed of inside the **dumpster** provided in the rear parking lot **only**. Boxes and personal items are not to be left next to or outside the dumpster or in hallways. It is recommended that your mover dispose of them.

14. Recycling: 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, Greenville or 514 Rutherford Road, Greenville.

15. Dumpster: The waste management company will not pick up any items left outside the dumpster. Greenville County has disposal facilities available for oversized or banned materials with details on their web site.

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## Gardens

A limited number of garden plots are available to residents for an annual rental: Jan. 1st – Dec. 31st

An annual, non-refundable rental fee will be used to cover costs to establish the garden and for annual costs to maintain the garden year to year. The garden plot is to be cleared of vegetation at the end of the growing season and returned to its original condition as it was found at the beginning of the season.

1. Plots may be split at the discretion of the resident awarded the assignment who is responsible for the fees and upkeep.
2. Each gardener is responsible for the maintenance and upkeep of their garden plot. This includes clearing of vegetation at the end of the growing season.
3. Tools are the responsibility of each garden plot renter.
4. Dogs are not allowed within 30 feet of the garden plots.
5. Children are welcome in the garden but must be accompanied by an adult and must be supervised at all times.
6. Vegetables and flowers only are permitted in the garden space

7. Garden plots should be cared for at least once a week. It is the gardener's responsibility to notify the coordinator if he or she is not able to care for their plot in any given week. If any plot remains unattended for more than five (5) weeks that plot is subject to reassignment and/or violation.
  8. Should a gardener abandon their plot, the cost of clearing and maintaining the plot will be the responsibility of the gardener (or owner).
  9. The application of herbicides (weed killers) to the garden plots is prohibited.
  10. Assignment of garden plots will be awarded by a lottery system. Preference for next year's plots will be given to this year's participants first.
  11. Plot rental fees are due in full before the garden season begins.
  12. Garden plots do not convey with their unit. Residents with a garden plot who move during the season should return the plot to how it was found in order to avoid clearing and maintenance fees or can arrange for another resident to assume the plot and pay the deposit.
  13. At the end of the growing season, gardeners are responsible for clearing their plot of all plant material and leaving the plot as they found.
  14. It is the desire of the Association that the garden be organic and that the use of non-organic materials is prohibited.
  15. The Garden Committee is responsible for ensuring that the rules are followed at all times. The committee is made up of gardeners approved by the HOA Board of Directors with actively-rented plots during that year.
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## Enforcement Procedures

The fundamental purpose of these rules and regulations is to provide the framework within which a community of people can live in harmony and to provide a basis for protecting equity of each owner in the Association. Most rules are merely expressions of residents being considerate and respectful of their neighbors. These rules establish the expectations, standards and life-style at The Lofts at Mills Mill and protect the rights and investment of the owners. The Board of Directors have the authority to make rules and are required to enforce these rules as well as the provisions of the Master Deed and Bylaws. All violations and fines will be communicated and assessed to Owners. The following is the schedule of fines for rule violations:

**Standard Violation Schedule** (except those listed below and Leasing Violations which are identified in the Leasing Permit Policy section)

- First violation—owner will receive a warning notice.
- Second violation—owner will be assessed a fine of \$50.
- Repeated violations of the same kind—owner will be fined \$150.00 for each subsequent occurrence.

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). It could be good to reference which rule/regulation was violated. Be as succinct and clear as possible in order to allow for a fair and proper investigation... perhaps as Jack Webb's "Joe Friday" character often described in the phrase, "All we want are the facts, ma'am".

**Parking** - Our parking lots are for owner's, guest's and visitor's registered non-commercial automobiles, motorcycles and golf cart. All other vehicles, trailers, boats or packing pods are prohibited without expressed permission from the BOD and parked in the last row of the parking lot. Therefore, this specific enforcement schedule is in place for the above violations:

- First violation, a warning notice of the violation will be sent to the owner (if known) or posted (if not known) on the vehicle or object giving 7 days to correct.
- Second violation will result in:
  1. If owner is known, a \$50 fine will be issued and a warning that failure to address within 7 days will result in removal of the vehicle or object from our property at the owner's expense.
  2. If the owner is not known, the vehicle or object will be removed from our property at the owner's expense.
- Any subsequent violations will result in a \$150 fine and the vehicle or object will be removed from our property at the owner's expense.
- Parking in fire lanes will result a \$150 fine and towing of the vehicle at the owner's expense.
- Unregistered vehicles will be considered abandoned. A notice will be posted on the vehicle giving 7 days to register or remove vehicle from the property. If the vehicle is still present on the 8<sup>th</sup> day, it will be towed at the owner's expense.

**Pets** – Our community is a dog friendly community but there are situations that arise that are extremely inconsiderate and present a health risk to all who live here as well as visit. Therefore, the following violation will receive no warning:

- \$100 fine for pets urinating, defecating or scent marking in the indoor common areas, outside walkways and stairways, parking lot, grill or pool area.
- \$200 fine for any subsequent violation

In the event a resident violates any provision contained in Section 8.8 of the Master Deed more than twice in any twelve (12) month period, then in addition to any fines provided in the Rules and Regulations, the Board of Directors shall have the right to require the resident to remove the pet permanently from the Property upon not less than ten (10) days written notice.

**Pool** – Our pool is subject to DHCE regulations and procedures. The cost of remediating contamination of the pool is expensive therefore this specific enforcement schedule is in place. No warning will be given for these violations:

- \$1,000.00 fine for any glass brought inside the pool area; including any cost above and beyond \$1000 to close and clean the pool.
- \$150.00 fine for fecal matter in the pool; including cost to close and clean the pool.
- \$50.00 fine for pets in pool area.
- \$50.00 fine for food in pool.

The BOD reserves the right to repeal pool privileges for repeated violations or gross negligence in use of the pool.

**Safety/Security/Health Violations (including waste, recycling, property use and all rule categories)** – This may include but is not limited to propping exterior doors to the building, manipulating safety or security devices, leaving garbage outside of the dumpster, etc. No warning notice will be issued.

- First violation will result in \$100 fine.
- Second and subsequent violations will result in a \$200 fine.

In addition, the owner will be responsible for any damage or cost incurred as a result of the violation. The BOD reserves the right to rescind any owner's privileges as a result of these violations.

## Due Process

All notices of a violation will be mailed to the Owners only. Upon receipt of the violation the owner and/or the violating person has the right to ask for a hearing with the BOD. Collection of fines, if imposed, will be delayed until after the hearing. Fines are payable within 30 days of the issue date or hearing date if one is requested and held. A late fee of 15% per payment period (every 30 days) will be assessed until paid in full. Reference Enforcement; Arbitration as delineated in Section 18.1 Actions by the Association and Section 18.2 Actions by Owners, Section 18.3, Rights and Remedies, Section 18.4, Arbitration of Article XVIII of the Master Deed.



*The best thing—and the worst thing—about community-association living can be the rules and regulations. As independent adults, we generally do not like to be told we cannot do something, especially if we have lived for years doing those same things somewhere else.*

*For some of us, we moved to The Lofts after living for years in neighborhoods without an HOA... where we could do anything we wanted any time we wanted. For others, we have prior experience with an HOA and understand the value and security it can provide. Some of us have worked for years to save so we can retire to a community like The Lofts at Mills Mill. For others, The Lofts is the first time we have lived away from parents or at school. For some of us, we don't have ownership in The Lofts unit where we live, so we might not be as invested as the one holding the mortgage or fully appreciate the difference between our property and other downtown, rental-only communities. Finally, some of us have never lived in a multi-family until now, which can be a shock to the system if used to single-family living. No matter how we and our neighbors found our way here, we have made a conscious choice to live in community together. These rules and regs, along with the supplemental tips identified with the lightbulb and background sections in blue text, are intended to describe WHAT is expected, as well as WHY it's important, so that we might easily and reasonably live in harmony. In the end, living by the Golden Rule can go a long way too.*