

# **DOCKSIDE ASSOCIATION, INC. BY-LAWS**

**AMENDED - FEBRUARY 9, 2004**

STATE OF SOUTH CAROLINA ) CERTIFICATE AS TO  
 ) AMENDMENTS OF BY-LAWS OF  
 COUNTY OF CHARLESTON ) DOCKSIDE ASSOCIATION, INC.

WHEREAS, Dockside Association, Inc., a Horizontal Property Regime, under the laws of the State of South Carolina, was incorporated in the State of South Carolina, on March 9, 1976, in accordance with a Master Deed dated March 10, 1976, and recorded in Book X 108 at page 204, in the Register of Mesne Conveyance Office for Charleston County, State of South Carolina, as corrected by instrument dated May 25, 1976, in Book M 109 at page 268, and as amended by instrument dated April 5, 1979 and recorded in the Register of Mesne Conveyance office for Charleston County, State of South Carolina on April 5, 1979 in Book U-118 at page 99, and

WHEREAS, pursuant to the Charter and By-Laws attached to the said Master Deed as Exhibits, the By-Laws may be amended upon approval of a Resolution of the Co-Owners representing at least two-thirds of the total basic value of the property,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that as officers of the said corporation, we do hereby certify that pursuant to said authority at a meeting duly called on the 12th day of January, 2004, the By-Laws of Dockside Association, Inc. as amended, were duly adopted and ratified as is shown in the copy of the By-Laws attached hereto.

SIGNED AND SEALED this 28<sup>th</sup> day of January, 2004.

WITNESSES:

Dockside Association, Inc.

*[Signature]*

*[Signature]*  
 Edwin S. Pearlstine, Jr. - President

*[Signature]*

*[Signature]*  
 Barbara L. Joslin - Vice President

*[Signature]*

*[Signature]*  
 Robert A. Pittillo, Secretary

*[Signature]*

*[Signature]*  
 William J. Dougherty, Treasurer

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

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PERSONALLY appeared before me Randy R Conklin and made oath  
that he witnessed the within-named Edwin S. Pearlstine, Jr., Barbara L. Joslin, Robert A.  
Pittillo, and William J. Dougherty, members of the Board of Directors of DOCKSIDE  
ASSOCIATION, INC., as officers, sign the within Certificate, and he, with

Doris C. Lesesne witnessed the execution thereof.

SWORN TO before me this 28<sup>th</sup> )  
 )  
day of January, 2004. )  
 )

Doris C. Lesesne )  
(S) )  
Notary Public for South Carolina )

My Commission expires: 4-13-2010

## BY-LAWS OF

DOCKSIDE ASSOCIATION, INC.,

a non-profit corporation existing under  
the laws of the State of South Carolina  
providing for

## THE ADMINISTRATION OF

DOCKSIDE HORIZONTAL PROPERTY REGIME

A. Identity. These are the By-Laws of DOCKSIDE ASSOCIATION, INC., a non-profit corporation existing under the laws of the State of South Carolina (hereinafter called "the Association"), which has been organized for the purpose of administering a horizontal property regime established pursuant to the Horizontal Property Act of South Carolina (hereinafter called the "Act"), which is identified by the name DOCKSIDE HORIZONTAL PROPERTY REGIME (hereinafter called "Regime" or "Condominium"), said Regime being located at the foot of Calhoun Street on the Cooper River in the City of Charleston, Charleston County, South Carolina, being more particularly described in the Master Deed establishing the Regime.

1. The location of the office of the Association shall be at the REGIME in Charleston, South Carolina.

2. The fiscal year of the Association shall be



25 the calendar year.

26 3. The seal of the corporation shall consist of  
27 two concentric circles between which is the name of the  
28 Association, and in the center of which is inscribed "Seal", and  
29 such seal as impressed on the margin hereof is adopted as the  
30 corporate seal of the Association.

31 B. Members' meetings.

32 1. The annual Members' meeting shall be held at  
33 the office of the Association at 8 o'clock p.m., Eastern  
34 Standard time, on the Second Tuesday in December of each year  
35 for the purpose of electing Directors and of transacting any  
36 other business authorized to be transacted by the Members;  
37 provided, however, that if that day is a legal holiday, the  
38 meeting shall be held at the same hour on the next succeeding  
39 business day.

40 2. Special Members' meetings shall be held whenever  
41 called by the President or Vice President or by a majority of  
42 the Board of Directors, and must be called by such officers upon  
43 receipt of a written request from Members owning thirty three  
44 and 1/3 percent (33.333 %) of the basic value of the Condominium  
45 Property.

46 3. Notice of all Members' meetings stating the time  
47 and place and the objects for which the meeting is called shall  
48 be given by the President, Vice President or Secretary unless

49 waived in writing by the person entitled to such notice. Such  
50 notice shall be in writing to each Member at his/her address as  
51 it appears on the books of the Association and shall be mailed  
52 not less than ten (10) days nor more than fifty (50) days prior  
53 to the date of the meeting. Proof of such mailing shall be given  
54 by the affidavit of the person giving the notice. Notice of  
55 meeting may be waived by the person entitled to such notice  
56 before or after meetings.

57 4. A quorum at Members' meetings shall consist of  
58 Co-Owners with fifty-one (51%) percent or more of the basic  
59 value of the Condominium Property, as a whole, as set forth in  
60 the Master Deed. The acts approved by a majority of fifty-one  
61 (51%) percent, a quorum being present, shall constitute a  
62 decision of the Members and shall be binding upon the Members  
63 except where approval by a greater percentage is required by the  
64 Act, the Master Deed establishing the Regime, the Charter of the  
65 Association or these By-Laws.

66 5. The presiding officer at Members' meetings shall be  
67 the President.

68 6. Voting. Each Co-Owner shall have a vote equal to that  
69 Co-owner's percentage ownership in the Regime Property as a  
70 whole, as set forth in Exhibit "C" to the Master Deed. If an  
71 Apartment is owned by one person, his/her right to vote shall be  
72 established by the record title to his/her Apartment. If an

73 Apartment is owned by more than one person, the person entitled  
74 to cast the vote for the Apartment shall be one of the record  
75 owners designated by a certificate signed by all of the record  
76 owners of the Apartment and filed with the Secretary of the  
77 Association. If an Apartment is owned by a corporation,  
78 partnership or other business entity, the person entitled to  
79 cast the vote for the Apartment shall be designated by a  
80 certificate of appointment signed by a duly authorized officer,  
81 general partner, or trustee, as the case may be, and filed with  
82 the Secretary of the Association. Such certificates shall be  
83 valid until revoked, until superseded by a subsequent  
84 certificate or until a change in the ownership of the Apartment  
85 concerned. A certificate designating the person entitled to cast  
86 the vote of an Apartment may be revoked in like manner as  
87 provided hereinabove. If such a certificate is not on file, the  
88 vote of such Co-Owners shall not be considered in determining  
89 the requirement for a quorum nor for any other purpose.

90           7. Proxies. Votes may be cast in person or by proxy. A  
91 proxy may be made by any person entitled to vote and shall be  
92 valid for such period as provided for by law, unless a shorter  
93 period is designated in the proxy. To be valid, a proxy must be  
94 delivered by US mail, or other certifiable delivery service, to  
95 the Secretary of the Association or to the managing agent, if  
96 any, no later than 3:00 PM on the last day of business prior to

97 the date of the meeting, or in person to the Secretary of the  
98 Association or to the managing agent, if any, no later than the  
99 time of the beginning of the meeting. A proxy may be revoked or  
100 changed by mail no later than 3:00 PM on the last day of  
101 business prior to the date of the meeting, or in person no later  
102 than the beginning of the meeting. A Co-owner may designate any  
103 person as proxy and said proxy instrument may be limited as the  
104 Co-owner desires and/or indicates. If an official proxy agent or  
105 agents is or are designated by the Board of Directors in the  
106 notice mailed to Co-owners, the Co-owners must be given the  
107 opportunity on the proxy form to indicate how the Co-owner  
108 requires the proxy agent or agents to vote in regard to any  
109 matters to be voted upon.

110 8. Adjourned meetings. If any meeting of Members cannot  
111 be organized because a quorum has not attended, a majority  
112 present, either in person or by proxy, may adjourn the meeting  
113 from time to time until a quorum is present.

114 9. The order of business at annual Members' meetings  
115 and as far as practical at all other Members' meetings, shall  
116 be:

- 117 (a) Election of chairman of the meeting, if necessary.
- 118 (b) Calling of the roll and certifying of proxies.
- 119 (c) Proof of notice of meeting or waiver of notice.
- 120 (d) Reading and disposal of any unapproved minutes.

- 121 (e) Reports of officers.  
122 (f) Reports of committees.  
123 (g) Election of inspectors of election.  
124 (h) Election of Directors.  
125 (i) Unfinished business.  
126 (j) New business.  
127 (k) Adjournment.

128

129 C. Directors.

130 1. Membership of the Board of Directors. The Board of  
131 Directors shall consist of five Members, each of  
132 whom is a Co-owner.

133 2. Election of Directors shall be conducted in the  
134 following manner:

135 (a) Election of Directors shall be held at the  
136 annual members' meeting.

137 (b) Except as to vacancies provided by removal of  
138 Directors by Members, vacancies in the Board of Directors  
139 occurring between annual meetings of Members shall be filled by  
140 the remaining Directors. The Member or Members selected to fill  
141 the vacancy(ies) shall serve for the remainder of the term  
142 vacated.

143 (c) Any Director may be removed by concurrence of  
144 Co-owners owning two thirds (66.667%) or more of the basic value

145 of the Condominium Property, as a whole, at a special meeting of  
146 the Members called for that purpose. The vacancy in the Board of  
147 Directors so created shall be filled by the Members of the  
148 Association at the same meeting. The Member or Members selected  
149 to fill the vacancy(ies) shall serve for the remainder of the  
150 term vacated.

151           3. The terms of the Directors shall be for two years  
152 and shall be staggered such that only a portion of the Directors  
153 will be elected at each annual meeting. The offices of the  
154 Directors shall be filled as they become vacant on each  
155 successive year. The election of two (2) Directors at an annual  
156 meeting shall be followed at the next annual meeting by the  
157 election of three (3) Directors. And so forth.

158           4. The organizational meeting of a newly elected Board  
159 of Directors shall be held within ten (10) days of their  
160 election at such place and time as shall be fixed by the  
161 Directors at the meeting at which they were elected, and no  
162 further notice of the organizational meeting shall be necessary.

163           5. Regular meetings of the Board of Directors may be  
164 held at such time and place as shall be determined, from time to  
165 time, by a majority of the Directors. Notice of regular meetings  
166 shall be given to each Director personally or by e-mail, surface  
167 mail, telephone or telegraph, at least three days prior to the  
168 day named for such meeting. Regular meetings of the Board of

169 Directors shall be open to all Co-owners except when the Board  
170 of Directors convenes in executive session.

171 6. Special meetings of the Directors may be called by  
172 the President and must be called by the Secretary at the written  
173 request of one third of the Directors. Notice of the meeting  
174 shall be given personally or by e-mail, surface mail, telephone  
175 or telegraph, which notice shall state, the time, place and  
176 purpose of the meeting. Special meetings of the Board of  
177 Directors shall be open to all Co-owners except when the Board  
178 of Directors convenes in executive session.

179 7. Waiver of notice. Any Director may waive notice of a  
180 meeting before or after the meeting, and such waiver shall be  
181 deemed equivalent to the giving of notice.

182 8. A quorum at Directors' meetings shall consist of  
183 three (3) members of the entire Board of Directors. The acts  
184 approved by a majority of those present at a meeting at which a  
185 quorum is present shall constitute the acts of the Board of  
186 Directors, except where approval by a greater number of  
187 Directors is required by the Master Deed establishing the  
188 Condominium, the Charter of the Association, or these By-Laws.

189 9. Adjourned meetings. If at any meeting of the Board  
190 of Directors there is less than a quorum present, a majority of  
191 those present may adjourn the meeting from time to time until a  
192 quorum is present. At any adjourned meeting any business that

193 might have been transacted at the meeting as originally called  
194 may be transacted without further notice.

195 10. The presiding officer of Directors' meetings shall be  
196 the President of the Board of Directors. In the absence of the  
197 President, the vice-President shall preside. In the absence of  
198 such presiding officer, the Directors present shall designate  
199 one of their number to preside.

200 11. The order of business at Directors' meetings shall  
201 be: (a) Calling the roll.

202 (b) Proof of due notice of meeting.

203 (c) Reading and disposal of any unapproved minutes.

204 (d) Reports of officers and committees.

205 (e) Election of officers.

206 (f) Unfinished business.

207 (g) New business.

208 (h) Adjournment.

209 12. Directors and officers shall serve without  
210 compensation.

211

212 D. Powers and duties of the Board of Directors.

213 All of the powers and duties of the "Council of Co-Owners" or  
214 Association existing under the Act, Master Deed establishing the  
215 Condominium, Charter of the Association and these By-Laws shall  
216 be exercised exclusively by the Board of Directors, its agents,



217 contractors or employees, subject only to approval by the Co-  
218 Owners when such is specifically required.

219

220 E. Officers.

221 1. The executive officers of the corporation shall be a  
222 President, a Vice President, a Treasurer, and a Secretary.

223 Also, an Assistant Secretary or an Assistant Treasurer may be  
224 designated. All officers shall be elected annually by the Board  
225 of Directors and may be peremptorily removed by vote of the  
226 Directors at any meeting. Any person may hold two or more  
227 offices except that the President shall not also be the  
228 Secretary or an Assistant Secretary.

229 2. The President shall be the chief executive officer  
230 of the Association. S/He shall have all the powers and duties  
231 which are usually vested in the office of the President of an  
232 association, including, but not limited to, the power to appoint  
233 committees from time to time, as s/he may in his/her discretion  
234 determine appropriate, to assist in the conduct of the affairs  
235 of the Association.

236 3. The Vice President shall, in the absence or  
237 disability of the President, exercise the powers and perform the  
238 duties of the President. S/He shall also generally assist the  
239 President and exercise such other powers and perform such other  
240 duties as shall be prescribed by the Directors.

241           4. The Secretary shall keep the minutes of all  
242 proceedings of the Directors and the Members. S/He shall attend  
243 to the giving and serving of all notices to the Members and  
244 Directors and other notices required by law. S/He shall have  
245 custody of the seal of the Association and affix the same to  
246 instruments requiring a seal when duly signed. S/He shall keep  
247 the records of the Association, except those of the Treasurer,  
248 and shall perform all other duties incident to the office of  
249 Secretary of an association and as may be required by the  
250 Directors or the President.

251           5. The Assistant Secretary shall exercise the powers  
252 and perform the duties of the Secretary when the Secretary is  
253 absent or unable to perform his/her duties.

254           6. The Treasurer shall have custody of all property of  
255 the Association, including funds, securities and evidences of  
256 indebtedness. S/He shall keep the books of the Association in  
257 accordance with good accounting practices; and s/he shall  
258 perform all other duties incident to the office of Treasurer.

259           7. The Assistant Treasurer shall exercise the powers  
260 and perform the duties of the Treasurer when the Treasurer is  
261 absent or unable to perform his/her duties.

262           8. The compensation of all employees of the Association  
263 shall be fixed by the Directors. The provision that Directors  
264 shall serve without compensation shall not preclude the Board of

265 Directors from employing a Director as an employee of the  
266 Association nor preclude the contracting with a Director for the  
267 management of the Condominium.  
268

269 F. Maintenance, Upkeep and Repair. Responsibility for the  
270 maintenance of the property of the Regime shall be as follows:

271 1. Apartments.

272 (a) By the Association. The Association shall  
273 maintain, repair and replace at the Association's expense:

274 (1) All Common Elements, including portions  
275 of an Apartment, except interior surfaces, contributing to the  
276 support of the Building, which portions shall include but not be  
277 limited to load-bearing columns and load bearing-walls. Also,  
278 all conduits, ducts, plumbing, wiring and other facilities for  
279 the furnishing of Utility Services contained in the portions of  
280 an Apartment maintained by the Association; and all such  
281 facilities contained within an Apartment that service part or  
282 parts of the Condominium other than the Apartment in which they  
283 are contained. Interior surfaces of an Apartment shall be  
284 maintained by the Co-Owner.

285 (2) All incidental damage caused to an  
286 Apartment by such work shall be promptly repaired at the expense  
287 of the Association.

288 (b) By the Co-Owner. The responsibility of the Co-  
289 Owner shall be as follows:

290 (1) To maintain, repair, and replace at  
291 his/her expense all portions of his/her Apartment other than  
292 those portions to be maintained, repaired and replaced by the  
293 Association, including, but not limited to, service equipment,  
294 such as dishwasher, laundry, refrigerator, oven, stove, whether  
295 or not such items are built-in equipment, and interior fixtures,  
296 such as electrical and plumbing fixtures, and floor and wall  
297 coverings. Such shall be done without disturbing the rights of  
298 Co-Owners.

299 (2) Not to alter internal common walls,  
300 ceilings or floors between adjacent apartments in any way that  
301 would violate current fire safety and structural codes.

302 (3) Not to exceed recommended weight loads  
303 on balconies and terraces by the addition of furnishings,  
304 planters and/or plantings, and/or other constructions.

305 (4) Not to paint or otherwise decorate or  
306 change the appearance of any portion of the exterior of the  
307 building except that floor surfaces of balconies and terraces  
308 may be painted or otherwise decorated only with written  
309 permission of the Board of Directors.

310 (5) To promptly report to the Association  
311 any defect or need for repairs, the responsibility for the  
312 remedying of which is that of the Association.

313 2. Common Elements,

314 (a) By the Association. The maintenance and  
315 operation of the Common Elements, both General and Limited as  
316 defined in the Master Deed, shall be the responsibility of the  
317 Association and a Common Expense; provided, however, that in case  
318 of emergency and in order to preserve the property or for the  
319 safety of the occupants, a Co-Owner may assume the responsibility  
320 therefore, and s/he shall be relieved of liability for his/her  
321 acts performed in good faith and reimbursed for his/her expense  
322 by the Association when approved by its Board of Directors.

323 (b) The Association shall have the power to  
324 determine the use to be made of the Common Elements from time to  
325 time, provided that no such use shall discriminate against a Co-  
326 Owner. The Association may establish reasonable charges to be  
327 paid to the Association for the use of Common Elements not  
328 otherwise inconsistent with other provisions of the Master Deed,  
329 the Charter or these By-Laws.

330  
331 G. Fiscal Management. The making and collection of  
332 Assessments against Co-owners for Common Expenses shall be  
333 pursuant to the following provisions:

334           1. Assessments. The Association shall assess each Co-  
335 owner for his/her proportionate share of the Common Expenses,  
336 such share being the same as the undivided share of such Co-  
337 Owner in the Common Elements appurtenant to his/her Apartment,  
338 which Assessment shall be made and collected in the manner  
339 hereinafter provided.

340           2. Accounts. The income and expenses of the  
341 Association shall be credited and charged according to good  
342 accounting practices to accounts under the following  
343 classifications as shall be appropriate. All expenses shall be  
344 Common Expenses unless otherwise provided:

345                   (a) Current operations, which shall include all  
346 accounts receivable and all accounts payable for the current  
347 fiscal year.

348                   (b) Reserve for deferred maintenance, which shall  
349 include monies for maintenance items that occur less frequently  
350 than annually.

351                   (c) Reserve for replacement, which shall include  
352 monies for repair or replacement required because of damage,  
353 depreciation or obsolescence.

354                   (d) Additional improvements, which shall include  
355 the funds to be used for capital expenditures for additional  
356 improvement or additional personal property which will be part  
357 of the Common Elements. If Capital funds and expenditures are

358 for alterations or further improvements of Common Elements, the  
359 cost thereof shall be charged to the Co-Owners of Apartments in  
360 the manner elsewhere provided.

361 3. Budget. For each calendar year, the Board of  
362 Directors of the Association shall adopt a budget that shall  
363 include the estimated funds required to defray the Common  
364 Expense and to provide and maintain funds for the foregoing  
365 accounts and reserves according to good accounting practices as  
366 follows:

367 (a) Current operations, the amount for which shall  
368 not exceed 110% of the budget for this account for the prior  
369 year.

370 (b) Reserve for deferred maintenance, the amount  
371 for which shall not exceed 110% of the budget for this account  
372 for the prior year.

373 (c) Reserve for replacement, the amount for which  
374 shall not exceed 110% of the budget for this account for the  
375 prior year.

376 (d) Additional improvements, provided, however,  
377 that no item for this account shall be budgeted without the  
378 approval of the Co-Owners in the manner elsewhere provided for  
379 alteration or further improvement of the Common Elements.

380 (e) Provided, however, that the amount budgeted for  
381 current operations, reserve for deferred maintenance, and

382 reserve for replacement may be increased over the foregoing  
383 limitations when approved by Co-Owners owning not less than  
384 seventy-five (75%) per cent of the Common Elements.

385 (f) Copies of the budget and proposed Assessments  
386 shall be transmitted to each Co-owner on or before December 1<sup>st</sup>  
387 preceding the year for which the budget is made. If the budget  
388 is subsequently amended, a copy of the amended budget shall be  
389 furnished to each Co-Owner.

390 4. Assessment Procedure.

391 (a) Annually; installments. Assessments against  
392 the Co-Owners for their shares of the items of the budget shall  
393 be made for the calendar year annually in advance on or before  
394 December 20 preceding the year for which the Assessments are  
395 made. Such Assessments shall be due in 12 equal installments on  
396 the first day of each month of the year for which the  
397 Assessments are made. If an annual Assessment is not made as  
398 required, an Assessment shall be presumed to have been made in  
399 the amount of the last prior Assessment and monthly payments  
400 thereon shall be due upon each installment payment date until  
401 changed by an amended Assessment. In the event the annual  
402 Assessment proves to be insufficient, the budget and Assessments  
403 therefore may be amended at any time by the Board of Directors  
404 of the Association provided that the accounts of the amended  
405 budget do not exceed the limitations thereon for that year. Any



406 account which does not exceed the limitations thereon for that  
407 year shall be subject to approval of the Co-owners heretofore  
408 required. The unpaid Assessment for the remaining portion of the  
409 calendar year for which the amended Assessment is made shall be  
410 due in equal monthly installments on the first day of each month  
411 thereafter during the year for which the Assessment is made.

412 (b) Acceleration of Assessment installments upon  
413 default. If a Co-owner shall be in default in the payment of an  
414 installment upon an Assessment, the Board of Directors of the  
415 Association may accelerate the remaining installments of the  
416 Assessment upon notice thereof to the Co-Owner, and thereupon  
417 the unpaid balance of the Assessment shall come due upon the  
418 date stated in the notice, which date shall not be less than 10  
419 days after delivery thereof to the Co-owner, nor less than 20  
420 days after the mailing of such notice to him by registered or  
421 certified mail, whichever shall occur first.

422 (c) Assessments for emergencies. Assessments for  
423 emergency Common Expenses that cannot be paid from the annual  
424 Assessments for Common Expenses shall be made only after notice  
425 of the need therefor to all Co-owners. After such notice and  
426 upon approval in writing by Co-owners owning 51% or more of the  
427 Common Elements, the Assessment shall become effective, and it  
428 shall be due after 30 days' notice thereof in such manner as the  
429 Board of Directors of the Association shall require.

430 5. Liability for Assessments.

431 (a) A Co-Owner shall be liable for all  
432 Assessments coming due while s/he is the owner of an apartment.  
433 The Association shall provide for the issuance, and shall issue  
434 to every prospective purchaser, or mortgagee, upon his, her or  
435 its request, a statement of the status of the Assessment account  
436 of the seller or mortgagor. Such a certificate made by the duly  
437 authorized representative of the Association as to the status of  
438 a Co-Owner's Assessment account shall limit the liability of any  
439 person for whom it is made, other than the Co-Owner.

440 (b) Where the mortgagee of any mortgage of record  
441 or other purchaser of an apartment obtains title at the  
442 foreclosure sale of such a mortgage, such acquirer of title,  
443 his/her successors and assigns, shall not be liable for the  
444 share of the common expenses or assessments by the co-owners  
445 chargeable to such apartment accruing after the date of  
446 recording such mortgage but prior to the acquisition of title to  
447 such apartment by such acquirer. Such unpaid share of Common  
448 Expenses or assessments shall be deemed to be Common Expenses

449 6. Collection of Assessments.

450 a) Interest; application to payments. Assessments  
451 and installments thereon paid on or before ten (10) days after  
452 the date when due shall not bear interest, but all sums not paid  
453 on or before ten (10) days after the date when due shall bear

454 interest at the rate of the current month's per annum Prime  
455 interest rate plus two percent (2%) from the date when due until  
456 paid. All payments upon account shall be first applied to  
457 interest and then to the Assessment payment first due.

458 (b) Lien. All Assessments against any Co-Owner  
459 shall constitute a lien against the Co-Owner's Apartment in  
460 favor of Dockside Association, Inc., as provided by the South  
461 Carolina Horizontal Property Act Notice claiming such lien may  
462 be recorded by the Association in the Register of Mesne  
463 Conveyance (R.M.C.) Office for Charleston County, South  
464 Carolina. Any such lien may be foreclosed by the Association in  
465 the manner provided by law for the foreclosure of real estate  
466 mortgages. The lien shall secure the payments of all  
467 Assessments as described in said claim of lien and, in addition  
468 thereto, shall secure the payment of subsequent Assessments  
469 which come due after the filing of the claim of lien and prior  
470 to the satisfaction of such lien by foreclosure or otherwise,  
471 including interest thereon at the rate of the current month's  
472 per annum Prime interest rate plus two percent (2%) together  
473 with all costs and reasonable attorneys' fees incurred by the  
474 Association incident to the collection of such Assessments or  
475 the enforcement of such lien. The right of the Association to  
476 foreclose a lien as aforesaid shall be in addition to any other  
477 remedy, at law or in equity, which may be available to it for

478 the collection of the monthly charges and expenses, including  
479 the right to proceed personally against any delinquent Co-Owner  
480 for the recovery of a judgment "in persona". Any personal  
481 judgment against any such delinquent Co-Owner may include all  
482 unpaid subsequent Assessments which come due after the  
483 institution of such suit and prior to such Order of Judgment,  
484 including interest thereon at the rate of the current month's  
485 per annum Prime interest rate plus two percent (2%), together  
486 with all costs and reasonable attorneys' fees incurred by the  
487 Association incident to the collection of such Assessments.

488 (c) Rental pending foreclosure. In any  
489 foreclosure of a lien for Assessments, the Association shall,  
490 pending foreclosure, be entitled to the appointment of a  
491 receiver who shall collect a reasonable rental for the use of  
492 the Apartment subject to the lien, which rental shall be applied  
493 to the obligations of the Co-Owner.

494

495 H. Insurance.

496 1. Insurance policies upon the property, covering the  
497 items described herein below, shall be purchased by Dockside  
498 Association, Inc., for the benefit of the Association and the  
499 Co-Owners of the Apartments and their respective mortgagees, as  
500 their interests may appear. Provision shall be made for the  
501 issuance of certificates of insurance, with mortgagee

502 endorsements, to the mortgagees of all Co-Owners. Should the  
503 Association fail to pay such premiums when due, or should the  
504 Association fail to comply with other insurance requirements  
505 reasonably required by the mortgagee holding the greatest dollar  
506 volume of unit mortgages, said mortgagee shall have the right,  
507 at its option, to order insurance policies and to advance such  
508 sums as are required to maintain or procure such insurance, and  
509 to the extent of the money so advanced, said mortgagee shall be  
510 subrogated to the assessment and lien rights of the Association  
511 as against the individual unit Co-Owner for the payment of such  
512 item of common expense.

513           2. Insurance shall cover the following:

514           (a) The Building and improvements upon the land  
515 and all personal property included in the Common Elements in an  
516 amount equal to the maximum insurable replacement value,  
517 excluding foundation and excavation costs, as determined  
518 annually by the Board of Directors of the Association. Such  
519 coverage shall afford protection against loss or damage by fire,  
520 wind and water, and other hazards covered by a standard extended  
521 coverage endorsement, and such other risks as are customarily  
522 covered with respect to buildings and improvements similar to  
523 the Building and improvements on the land, such as, but not  
524 limited to, vandalism and malicious mischief;

(b) Public liability in such amounts and with such coverage as shall be determined by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Co-Owners of all Apartments as a group to an Apartment Co-Owner;

(c) Worker's Compensation (if required);

(d) Such other insurance as the Board of Directors of the Association shall from time to time determine to be desirable.

3. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

4. The Association is hereby irrevocably appointed agent for each Co-Owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

5. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such

549 costs shall be distributed to the beneficial owners, remittances  
550 to Co-Owners and their mortgagees being payable jointly to them.  
551 This is a covenant for the benefit of any mortgagee of an  
552 Apartment and may be enforced by said mortgagee.

553 (b) If it is determined in a manner elsewhere  
554 provided that the damage for which the proceeds are paid shall  
555 not be reconstructed or repaired, the remaining proceeds shall  
556 be distributed to the beneficial owners, remittances to Co-  
557 Owners and their mortgagees being payable jointly to them. This  
558 is a covenant for the benefit of any mortgagee of an Apartment  
559 and may be enforced by him/her.

560 6. No provisions of this Paragraph, the Master Deed,  
561 nor these By-Laws, shall be deemed to prevent or prohibit any  
562 Co-Owner from obtaining additional insurance on his/her  
563 Apartment for his own account and benefit; from insuring such  
564 furniture, furnishings, or other personal property as they may  
565 have in their individual Apartment, for their own individual  
566 account and benefit; or from obtaining such additional public  
567 liability coverage as they may desire from their own individual  
568 protection. No Co-Owner shall, however, insure any part of the  
569 Common Elements whereby, in the event of loss thereto, the right  
570 of the Association to recover the insurance indemnity for such  
571 loss, in full, shall be diminished or impaired in any way.

572



I. Reconstruction or Repair After Casualty.

1. In the event of fire or other disaster or casualty resulting in damage to the building and other improvements of the Regime which the Board of Directors of the Association shall determine to be two-thirds or less of the then total value of the property of the Regime (excluding land), the net proceeds of all insurance collected shall be made available for the purpose of restoration or replacement. When such insurance proceeds are insufficient to cover the cost of such reconstruction or replacement, the balance of such costs shall be assessed against the Co-Owners in the case of damage to Common Elements and against the Co-Owners who own the damaged Apartments in the case of damage to Apartments. Such Assessments on account of damage to Common Elements shall be in proportion to the Co-owner's share in the Common Elements, and Assessments against Co-owners for damage to Apartments shall be in proportion to the costs of reconstruction and repair of their respective Apartments.

2. In the event the Building and other improvements of the Regime are damaged or destroyed to more than two-thirds of the then total value of the Property of the Regime (excluding land) as determined by the Board of Directors of the Association, the members of the Association shall be polled in writing via United States Mail by the Association as to whether the Regime shall be waived or the damaged property reconstructed



597 and repaired. The Regime shall be waived, unless within sixty  
598 (60) days after the mailing of such notices, all of the Co-  
599 Owners, as well as all of the record owners of such  
600 encumbrances, agree in writing to repair and reconstruct the  
601 Building and other improvements of the Regime. If the election  
602 is to reconstruct or replace, payment of the costs thereof shall  
603 be made as provided for in subsection (1) of this Paragraph I.  
604 If the decision is to waive the Regime and not to reconstruct  
605 and replace, all sums recovered from insurance shall be paid  
606 over to the Co-Owners in the proportion in which they own the  
607 Common elements and to their respective mortgagees as their  
608 interest may appear.

609           3. If the damage is only to those parts of an Apartment  
610 for which the responsibility of maintenance and repair is that  
611 of the individual Co-Owner, then the Co-Owner shall be  
612 responsible for reconstruction and repair after casualty. In  
613 another instances, the responsibility of reconstruction and  
614 repair after casualty shall be that of the Association.

615           4. Immediately after a casualty causing damage to  
616 property for which the Association has the responsibility of  
617 maintenance and repair, the Association shall obtain reliable  
618 and detailed estimates of the cost to rebuild or repair so as to  
619 place the damaged property in condition as good as that before  
620 the casualty.

621           5. Any reconstruction or repair must be substantially  
622 in accordance with the plans and specifications for the original  
623 improvements which are shown on the exhibits attached to the  
624 Master Deed; or if not, then according to plans and  
625 specifications approved by the Board of Directors of the  
626 Association, and if the damaged property is the Building, also  
627 by the Co-Owners who own 75% or more of the Common Elements,  
628 including the Co-owners of all damaged Apartments. The  
629 approvals herein required shall not be unreasonably withheld.

630  
631           J. Insurance Disbursement. The proceeds of insurance  
632 collected on account of a casualty shall constitute a  
633 RECONSTRUCTION FUND that shall be disbursed in payment of the  
634 costs of reconstruction and repair in the following manner and  
635 order:

636           1. If the amount of the estimated cost of  
637 reconstruction and repair that is the responsibility of the  
638 Association is less than Fifty Thousand (\$50,000.00) Dollars,  
639 then the RECONSTRUCTION FUND shall be disbursed in payment of  
640 such costs upon the order of the Association.

641           2. If the amount of the estimated costs of  
642 reconstruction and repair which is the responsibility of the  
643 Association is more than Fifty Thousand (\$50,000.00) Dollars,  
644 then the RECONSTRUCTION FUND shall be disbursed in payment of

645 such costs in the manner required by the Board of Directors of  
646 the Association and upon approval of an architect qualified to  
647 practice in South Carolina and employed by the Association to  
648 supervise the work.

649               3. It shall be presumed that the first moneys  
650 disbursed in payment of costs of reconstruction and repair shall  
651 be from insurance proceeds. If there is a balance in a  
652 reconstruction fund after payment of all costs of reconstruction  
653 and repair for which the fund is established, such balance shall  
654 be distributed to the beneficial owners of the fund in the  
655 manner elsewhere stated; except, however, that the part of a  
656 distribution to a beneficial Co-Owner which is not in excess of  
657 Assessments paid by such Co-Owner into the construction fund  
658 shall not be made payable to any mortgagee.

659  
660               K. Option to Purchase. Any transfer of ownership of an  
661 Apartment must be approved by the Board of Directors and is  
662 subject to first refusal by the Association as provided for in  
663 the Master Deed.

664  
665               L. Rentals. Any Apartment lease shall be for not less  
666 than one (1) year and is subject to the prior written approval  
667 of the Board of Directors, except that the Association and  
668 Board of Directors shall have no control over rental rates.

M. Funds.

1. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

2. A review of the accounts of the Association shall be made annually by a certified public accountant and his/her report shall be furnished to each member not later than April 1 of the year following the year for which the review is made, provided that upon a vote by a majority of the Board of Directors an audit, rather than a review, of the accounts may be made for any particular year.

3. Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least one-half of the amount of the total annual assessments against Members for Common Expenses. The premiums on such bonds shall be paid by the Association.

N. Non-Liability and Indemnity of Directors and Officers.

1. No Director or officer of the Association shall be liable for acts, defaults, or neglects of any other Director or officer of Member or for any loss sustained by the Association or any Co-Owner, unless the same shall have resulted from his/her own willful misconduct or gross neglect.

2. Every Director, officer, and agent of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him/her in connection with or resulting from any claim, action, suit, procedure, investigation, or inquiry as to whatever nature in which s/he may be involved as a party or otherwise by reason of his/her being or having been a Director, officer or agent of the Association whether or not s/he continues to be such Director, officer or agent at the time of incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which s/he shall be finally adjudged in such action, suit, proceeding, investigation, or inquiry to be liable for willful misconduct or gross neglect in the performance of his/her duties. As to whether a Director, officer or agent is liable by reason Of willful misconduct or neglect in the performance of his/her duties, in the absence of such final adjudication of the existence of such liability, the Association and each member thereof and officer or agent thereunder may conclusively rely on an opinion of legal counsel selected by the Association. The foregoing right of

indemnification shall be in addition to and not in limitation of all other rights to which such person may be entitled as a matter of law, and such shall inure to the benefit of the legal representative of such person.

0. Definitions.

1. The Members of the Association shall be all Co-Owners of the Property.

2. All definitions set forth in the Master Deed are incorporated by reference herein.

P. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Charter and By-Laws of the Association, the Master Deed establishing the Condominium or with the laws of the State of South Carolina.


Q. Amendments. These By-Laws may be amended in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution for the adoption of the proposed amendment shall be presented to a meeting of the Members of the

BK 483PG547

Approved:

  
Director

William J. Dougherty

  
Director

Barbara L. Joslin

  
Director

Harvey Spar



330 Concord Street, Charleston, S. C. 29401 Telephone (843) 577-0050

# 4. Rules and Regulations



# **DOCKSIDE ASSOCIATION, INC.**



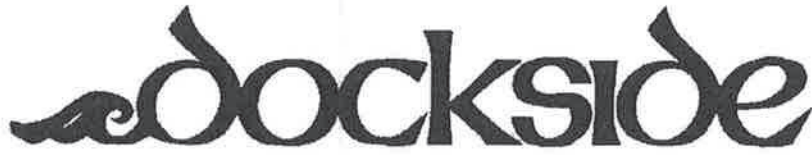
## **RULES & REGULATIONS**

**EFFECTIVE DATE: MAY 18, 2011**

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# TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
FOREWARD	4
DEFINITIONS	5
I. STAFF	7
II. SECURITY	7
III. GUESTS	7
IV. CONTRACTORS AND EMPLOYEES	8
V. NOISE	8
VI. PETS	8
VII. COMMON AREAS	9
VIII. CLUB ROOM, CLUB ROOM DECK, ASSOCIATION MEETING ROOM, LIBRARY AND PLAZA	9
IX. RECREATION AREAS (POOL, SAUNA, EXERCISE ROOM)	10
X. STORAGE ROOMS AND FORMER HOBBY ROOM	12
XI. DOCK AND DECKS	12
XII. ELEVATORS, DOORS AND ROOF	13
XIII. TRASH	13
XIV. BALCONIES, TOWNHOUSE PATIOS, GRILLS AND LP GAS	13
XV. LOADING CARTS	14
XVI. PARKING, TOWNHOUSE STORAGE AND BICYCLES	15
XVII. ACCESS TO APARTMENTS	16
XVIII. SIGNS	16
XIX. MOVING IN AND OUT, AND DELIVERIES	16
XX. STORM PRECAUTIONS, FIRE PROCEDURES AND OTHER EMERGENCIES	16
XXI. CHANGES OF OWNERSHIP, SALES OR LEASES	16
XXII. ADDITIONS, ALTERATIONS, RENOVATIONS AND MODIFICATIONS	17
XXIII. SMOKING	17
XXIV. CABLEVISION	17
XXV. COMPLIANCE WITH RULES	18
APPENDICES	



330 Concord Street, Charleston, S. C. 29401 Telephone (843) 577-0050

## **FOREWARD**

Rules and regulations are necessary to insure (1) the safety of all persons on the Dockside property; (2) that Dockside Co-Owners, Tenants and Guests have undisturbed enjoyment of their individual units; and (3) the protection of Dockside property and facilities.

These rules and regulations were drafted in accordance with Paragraph H3 of the Dockside Master Deed (page 8), and Article III, Section 2(f) of the Dockside Charter (page 2).

All words and terms defined under 'DEFINITIONS' are underlined in the body of these rules.

## DEFINITIONS

**APARTMENT** – as defined on page 24 of the Master Deed, as corrected. For these purposes it includes both tower building units and townhouses.

**ASSOCIATION/DOCKSIDE** – Dockside Association, Inc., as defined on page 24 of the Master Deed, as corrected. For these purposes both terms mean all Co-Owners of Apartments.

**BOARD** – the five Co-Owners elected to the Board of Directors pursuant to pages 6 through 12 of the Association By-Laws.

**COMMON AREAS** – as defined on pages 4,5,6 and 25 of the Master Deed, to include General Common Elements and Limited Common Elements.

**CO-OWNER** – as defined on page 26 of the Master Deed, and to include paragraph I1 on page 9 of the Master Deed.

**CONTRACTOR** – any person(s) contracted to do construction/renovation/remodeling work on Dockside's property.

**DECKS** – (1) the concrete walkway, commonly called the Promenade Deck, leading to the Dock, accessed by an Association issued key, (2) the outside uncovered area in front of the pool, and (3) the outside covered area in front of the Club Room.

**DOCK** – the floating wooden and concrete structure on the Cooper River containing six boat slips, accessed from the Promenade Deck.

**GUEST** – a person who is not a Co-Owner or Resident, who is invited onto Dockside's property by a Co-Owner, Resident, Management or the Board.

**LESSEE** – any entity that leases an Apartment from a Co-Owner.

**LONG TERM GUEST** – a Guest who is expected to be on Dockside's property for seven consecutive days or longer.

**MANAGEMENT** – the General Manager and Maintenance Manager.

**PETS** – dogs and cats.

**PLAZA** – the exterior area above the parking garage, pool and exercise room, located off the second floor of the tower building.

**RECYCLABLE ITEMS** – The Association complies with the recycling regulations of Charleston County. Items that must be recycled are identified in Appendix 12.

**RESIDENTS** – Co-Owners or their Lessees who reside at Dockside.

**SHORT TERM GUEST** – a Guest who is expected to be on Dockside's property for less than seven consecutive days.

TRASH – any unwanted, discarded or useless (1) refuse, (2) rubbish, (3) garbage or (4) waste, excluding:

- a) Recyclable items placed in Recycling bins and wet kitchen waste disposed of in Apartment disposals;
- b) paint, paint thinners, paint strippers or removers, oven cleaners, grease and rust removers, mold and mildew removers, glue, pesticides, and environmentally harmful chemicals; and
- c) all construction/remodeling/renovation materials.

All excluded items listed in b) and c) above must be taken to the first floor maintenance area and may not be placed down any trash chute, toilet, or drain, and may not be placed in any Trash or Recycling bins.

VEHICLE – automobile, motorcycle, motorbike, moped, truck, van, SUV, golf cart and motorized recreational vehicle, all of which must be twenty feet or less in length and allow a minimum clearance of twelve inches on each side to the middle of the line dividing one parking space from another. Boats and trailers are not vehicles.



## I. STAFF

- A. Association employees, (Security, Maintenance & Office) are under the supervision of the General Manager. The General Manager is responsible only to the Board. The General Manager is the only person authorized to give orders or instructions to Association employees. In the General Manager's absence, the President of the Board or his/her designee may give orders or instructions to Association employees.
- B. Unless approved by the General Manager, Association employees are not permitted to do work in individual apartments during their regular Dockside working hours.
- C. Residents may utilize the services of Association employees for private work only during non-scheduled working hours. Dockside will not assume responsibility for, nor endorse, the details associated with the private arrangements. These are strictly between the parties involved.

## II. SECURITY

- A. Security personnel are employed specifically to control ingress and egress to the property, create a secure environment for residents, assist in enforcement of Association Rules and Regulations and protect the buildings and premises. They may not perform personal services for residents.
- B. Security is the responsibility of everyone who lives at Dockside. All residents are urged to promptly notify a Security Guard about any suspicious person(s) and/or unusual activity within Association property.
- C. The entrance and exit gates must be used for one car at a time. A following vehicle must wait for the gate cycle to be completed.
- D. Residents expecting guests must notify Security PRIOR to their arrival, with the names of their guest(s) and the duration of stay.

## III. GUESTS

- A. All guests must abide by these Rules and Regulations. All guests with vehicles must receive a parking pass when they arrive.
- B. Residents are responsible for their guests' behavior, and are liable for any violation of these Rules and Regulations and any damage caused by their guests.
- C. Long term guests must be registered with Management prior to their arrival.
- D. Residents expecting guests must notify Security PRIOR to their arrival, with the name(s) of their guest(s) and the duration of stay. Except those arriving by boat, all guests must enter and leave only through the Concord Street entrance.
- E. Residents whose guests are expected to arrive by boat must notify Management and Security prior to their arrival so that the boat may be registered in the logbook. Residents must meet such guests at the dock. No boat may use a leased boat slip without permission of the resident who is leasing that slip. No boat may use a non-leased boat slip without permission of Management.

#### IV. CONTRACTORS AND EMPLOYEES

- A. Residents and their contractors must abide by policies and procedures found in Appendix 5.
- B. Residents must submit the name(s) and schedule(s) of their employees to Management.
- C. Residents are responsible for all persons in their employ, including contractors, while they are on Dockside property. Residents are responsible for any violation of these Rules and Regulations and any damage caused by those in their employ.

#### V. NOISE

- A. The sound level of televisions, stereos, musical instruments, talking, pets, etc., must be kept at a level at all times so as not to disturb other residents.
- B. Sound disturbances must be reported to Management or Security on duty for corrective action.

#### VI. PETS

- A. Only defined pets are allowed. All other pets must be approved by the Board. Upon written request, the Board will decide what rules apply or don't apply to a service dog in accordance with Federal guidelines.
- B. Co-Owners and short term guests must register all pets with Management either before or on the date of the pet's arrival at Dockside property. (NOTE: Lessees and long-term guests are not permitted to have pets.) Pet owners must abide by any specific animal requirement(s) the Board may determine.
- C. Unless approved by Management, pets are not allowed in any common area unless carried, on a leash or in a container.
- D. Except for the exits to the plaza from the second floor, pets must be taken in and out of the tower building through the garage and service entrances. The front lobby door is NOT to be used for pet ingress or egress at any time. All pets are prohibited from being in the first floor lobby area. Rules for use of the plaza area by pet owners who reside in the tower building will be posted by the Board.
- E. Pet owners whose animal(s) soil any of the common areas are responsible for immediate and thorough **CLEAN-UP**.
- F. Pets may be walked for "duty" purposes within designated pet walks, including plaza level green areas and the fenced area adjacent to the outdoor parking area. Pets are prohibited from urinating or defecating on any part of Dockside property not designated as a pet walk area, including but not limited to, the 'green' area at the southeast corner of the property, adjacent to the River Walk. Pet owners must collect their pet's feces and put it in the containers provided.
- G. In addition to fines and other recourses discussed in paragraph XXV below, the Board may, in its discretion, order removal of a pet from Dockside's property.



## **VII. COMMON AREAS**

- A. All common areas are for the exclusive use of residents and their guests.
- B. Co-Owners who lease their apartment forfeit the use of the common areas during the term of the lease.

## **VIII. CLUB ROOM, CLUB ROOM DECK, ASSOCIATION MEETING ROOM, LIBRARY AND PLAZA**

### **A. CLUB ROOM AND CLUB ROOM DECK**

1. The Club Room, which includes the Club Room Deck, provides residents with an area for social entertaining and meetings. The Club Room may not be reserved for private use during certain holidays and special events as determined by the Board. People wishing to reserve the Club Room must complete and comply with Appendix 10. The Board reserves the right to approve or deny any such application.
2. If approved by the Board, groups consisting entirely of residents may use the Club Room on a scheduled recurring basis, provided a resident assumes responsibility for the conduct of the gathering and the protection of Dockside property, and all residents are invited. No security deposit is required for such use.
3. Private gatherings are those with an exclusive list of invited guests from Dockside or elsewhere. Applications (Appendix 10) for private gatherings must be made through Management at least 72 hours in advance of the reservation date.

For private gatherings, a \$150.00 security deposit must be submitted along with Appendix 10. An inspection of the premises will be made by a Board Member or Management both before and after the gathering. The \$150.00 security deposit will not be refunded if there is any damage or additional cleanup is needed. If damages or additional cleanup exceed \$150.00, the resident will be responsible for those costs.

4. The host/hostess of any private gathering must be a resident over 21 years of age. The host/hostess must be in the Club Room area at all times. The host/hostess must submit a written guest list and instructions to Security no later than two hours before the private gathering. All guests must enter and leave only through the Concord Street entrance unless arriving by boat.
5. All private gatherings having non-resident guests are limited to 100 total attendees.
6. No furniture in the Club Room may be rearranged without prior approval by Management. Furniture within the pool enclosure may not be moved to the Club Room or any other area.
7. Decorations are permitted on the day prior to the gathering if there is no conflict in scheduling.
8. The door to the Club Room kitchen will be kept locked – the key to enable access to the kitchen may be obtained from Management or Security.

9. The sound level of televisions, stereos, musical instruments, talking, pets, etc., must be kept at a level at all times so as not to disturb other residents.
10. Music must end and guests must leave the Club Room no later than 11:30 p.m.
11. The Club Room must be cleaned up after use and returned to the same condition it was in before the private gathering by 9:00 a.m. the following morning.
12. Pets are prohibited from the Club Room.

B. THE ASSOCIATION MEETING ROOM

The Association Meeting Room is located next to the General Manager's office. It may be reserved for private use by making a reservation with Management. After any use, the room must be cleaned up by the Resident(s) using it. Pets are prohibited from the Association Meeting Room.

C. LIBRARY

The Library may be used by residents and their guests, who must abide by rules established and posted by the Library Committee.

D. PLAZA

The plaza provides residents with an area for social entertaining and gatherings. All items taken to the plaza (chairs, coolers, food, trash, etc.) must be removed when leaving the plaza.

**IX. RECREATION AREAS (POOL, SAUNA, EXERCISE ROOM)**

- A. Hours of operation of each recreation area shall be as posted.
- B. Pets are prohibited from all recreation areas.
- C. Food and alcohol are not permitted in the recreation areas, except that food and alcohol may be used on the outside decks. Liquid refreshments must be in paper, plastic or non-breakable containers. All glass containers are prohibited in the recreation areas. Trash must be placed in trash receptacles.
- D. Running, throwing objects, diving in the pool, water fighting, excessive noise, Frisbee playing, and unruly behavior are not permitted in the recreation areas.
- E. Rubber rafts, except swimming aides, are prohibited in the recreation areas. All toys and other items brought to a recreation area must be removed when the user leaves.
- F. Appropriate cover-ups must be worn going to and from the recreation areas.

## G. POOL AND SAUNAS

1. Long term guests (registered with Management) may use the pool and saunas during posted hours and must abide by the Rules. Short term guests may use these facilities ONLY if accompanied by an adult family member of a resident.
2. Pool parties are prohibited.
3. Infants and children who have not been 'potty trained' are not permitted in the pool unless wearing swimming gear designed to protect the water against urine and/or feces contamination.
4. Lifesaving devices are not to be disturbed except for emergencies.
5. Children under 18 years of age are not permitted to use the pool or saunas unless accompanied by an adult Resident who remains with and supervises them.
6. Department of Health and Environmental Control (DHEC) rules are posted in the pool area as required and must be adhered to at all times.
7. Anyone using the pool and saunas does so at his/her own risk.

## H. EXERCISE ROOM

1. Long term guests (registered with Management) may use the exercise room and must abide by the rules. Short term guests may use this facility ONLY if accompanied by an adult family member of a resident.
2. Children under 18 years of age are not permitted to use the Exercise Room or equipment unless accompanied by an adult who remains with and supervises them.
3. Anyone using the Exercise Room does so at his/her own risk.
4. No donated equipment or personal equipment shall be placed in the Exercise Room without the prior approval of Management. Any such equipment becomes available for use by all residents.
5. Exercise equipment must be returned to its proper position after use and the room left in good order.

## **X. STORAGE ROOMS AND FORMER HOBBY ROOM**

- A. The area formerly known as the Hobby Room is located in the northwest end of the pool area. In prior years it has been used only for miscellaneous storage. Upon adoption of these Rules and Regulations, it will be known as Dockside Storage Area. The Board and Management will decide what may be stored, and by whom, in this area. It will remain locked, and access may be obtained from Management or Security.
- B. Storage rooms and their use are a benefit and privilege shared by tower building residents for the temporary placement of non-hazardous, non-flammable materials, equipment, and other personal belongings.
- C. The storage rooms in the tower building are located on some, but not all, floors. If these Rules and Regulations are approved, Dockside will install new shelves from floor to ceiling in every storage room. Each Co-Owner will be allocated a set of shelves in one of the storage rooms, in accordance with that Co-Owner's approximate percentage of ownership. Residents of the tower building must only use their allocated storage space, placing all items on and within their designated space. All items in the former Hobby Room and storage rooms must have visible identification of the owner and apartment number.
- D. Storage rooms may be used by Co-Owners or their lessees, but not concurrently.
- E. Storage rooms will remain locked, and access may be obtained from Management or Security.
- F. The placement of food products, plants, seeds and edible items in the storage rooms is not permitted. Items which constitute a fire hazard, as determined by Management, are also prohibited.
- G. Use of Storage Rooms is at resident's own risk.
- H. Any item placed in violation of these Rules will be removed to the Dockside Storage Area by Management and disposed of after 30 days, if not claimed. If owner-identifying information is on the item, Management will notify the owner upon removal.
- I. Upon the sale of an apartment by a Co-Owner, or the vacating of an apartment by a lessee, their belongings in their storage space must be removed. If not, Management will dispose of the items.

## **XI. DOCK AND DECKS**

- A. The dock and decks are for the exclusive use of residents and their guests.
- B. Boats may be moored only at the dock. Mooring of boats at the dock shall be in accordance with Appendix 7.
- C. Residents whose guests are expected to arrive by boat must notify Management and Security prior to their arrival so that the boat may be registered in the logbook. Residents must meet such guests at the dock. No boat may use a leased boat slip without permission of the resident who is leasing that slip. No boat may use a non-leased boat slip without permission of Management.
- D. Swimming is prohibited in any area around the dock and decks.

- E. Bicycles, roller skates, skateboards, scooters and motorized vehicles are prohibited from the dock and decks.
- F. Shrimp nets, crab traps, coolers, chairs and other personal items must be removed from the dock and decks when not in use. The dock and decks must be washed down after shrimping, crabbing, fishing or cleaning of fish.

## **XII. ELEVATORS, DOORS AND ROOF**

- A. No one may have exclusive use of or disrupt normal elevator service unless given permission by Management.
- B. Contractors, residents' employees with equipment, and delivery persons must use the service entrance and freight elevator.
- C. Stairwell doors and tower exit doors must be kept closed at all times.
- D. Only authorized persons are allowed on the roof with someone from Management or the Board.

## **XIII. TRASH**

- A. See definitions of trash, recyclable items, and Appendix 11.
- B. Apartment kitchen disposals must be used for food waste if possible.
- C. For tower residents:
  - 1. The trash chutes must be used only for trash as defined in the 'Definitions' section.
  - 2. No metal item may be put in any trash chute.
  - 3. Trash must be placed in secured plastic bags and deposited in the trash chute, located on each floor.
  - 4. Any item that will not fit in the trash chute or recycling bin must be taken to the first floor maintenance area.
  - 5. Trash chutes may be used only during the hours posted.
  - 6. Trash room doors must be closed at all times.
  - 7. Recyclable items as per Appendix 11 must be placed in the receptacle provided in the trash room. Bottles, cans, containers, etc., must be rinsed.
- D. For townhouses, trash and recyclable items must be placed in the provided receptacles in the garage.

## **XIV. BALCONIES, TOWNHOUSE PATIOS, GRILLS AND LP GAS**

- A. No item or debris may be thrown or blown from balconies or patios.
- B. All items on the balconies or patios must be securely placed and must not be allowed to blow or fall from the balconies or patios.

- C. When watering plants and foliage, and washing windows, water must not cascade below.
- D. Hanging or affixing any item on balcony rails is prohibited. Exceptions to this rule are: 1) safety nets approved by Management for children and pets; and 2) holiday lights during the month of December. Clotheslines are not permitted anywhere at Dockside.
- E. With the exception of the floor surfaces of balconies, owners may not paint, decorate or change the outside appearance of any building structure without written authorization of the Board (see Appendix 4). No tile, slate, carpet, or other material may be applied to balcony floors or patios without the written approval of the Board.
- F. Grills and LP Gas:
  - 1. Tower Building
    - a. Charcoal burners and other open flame devices must not be operated anywhere in the tower building, including balconies. Electric grills are permitted on balconies, provided a fire extinguisher is within three (3) feet of the grill.
    - b. All liquid petroleum-gas-fueled devices, including fireplaces and cooking devices, are prohibited everywhere in the tower building.
  - 2. Townhouses and Club Room Deck

Townhouses and the community grill located on the Club Room Deck are exempt from the provisions applicable to tower building Apartments.

## **XV. LOADING CARTS**

- A. All carts must be returned to the cart room within thirty (30) minutes after removal.
- B. Carts must not be left in elevators, hallways or any lobby.
- C. Carts must not be moved through the front lobby except when the garage or service entrances will not accommodate a resident or guest.
- D. Large items and construction materials must be transported only on the carts and dollies available from the maintenance area.



## **XVI. PARKING, TOWNHOUSE STORAGE AND BICYCLES**

### **A. PARKING AND TOWNHOUSE STORAGE**

1. The parking garage and other outside parking areas are for vehicles (except for bicycles and townhouse storage discussed below). Residents must use their deeded or guest parking spaces for vehicle parking only.
2. Townhouse residents may use their stoops for storage, provided items stored by townhouse residents are in closed containers approved by Management.
3. Unattended vehicles must not be parked at the service entrance, garage door entrance or front lobby entrance.
4. Vehicles parked at Dockside must have current Dockside parking decals or guest parking passes displayed.
5. Guest parking spaces may not be occupied for longer than seven consecutive days unless otherwise approved by Management.
6. Vehicles or anything else in violation of 1, 2, 3, 4, or 5 above, shall be removed by Management or Security upon the request of a resident and at the violator's expense. Management or Security will attempt to notify the offender before removal.
7. Vehicles entering and using the outdoor parking area must not exceed a height of 10.0 feet. Vehicles entering and using the parking garage must not exceed a height of 7.5 feet.

### **B. BICYCLES**

1. Designated bicycle parking areas are located in the parking garage adjacent to the emergency generator and in the northeast corner of the garage. Bicycles may be left only in these two areas and may not be parked in any other common area. Every bicycle must be locked by its owner. The Association is not responsible for the security of any bicycle.
2. A maximum of two (2) bicycles per apartment may utilize the designated bicycle parking areas. Every bicycle must have a decal, provided by Management.
3. All bicycles parked in the designated bicycle parking areas must be maintained in useable condition at all times.
4. Owners of bicycles not in compliance with 1, 2 and 3 above, will be notified in writing (if possible) by Management. If corrective action is not taken within ten (10) business days, the bicycle in question shall be removed and disposed of by Management.
5. Residents transporting bicycles in the tower building must use the service entrance and freight elevator.

## **XVII. ACCESS TO APARTMENTS**

- A. Residents must notify Management when an apartment will be vacant for seven or more consecutive days. In that event the water to the apartment must be turned off. Management will be available to assist a Resident with the water if necessary.
- B. Residents shall provide Management a key to access their apartment(s). Such access must be available at all times. To the extent possible, no Dockside employee will access any apartment without the Resident's permission, emergencies excepted. In the event of an emergency, and where a resident has failed to provide an access key, Management has the right to break into an apartment. Any damage caused by the emergency break-in shall be the sole responsibility of the resident.
- C. If an apartment's mechanical room is locked, the access rules provided in B, above, apply.
- D. Except in an emergency, the Association will not provide access for a third party to any apartment without the express written permission of the resident. If an apartment is for sale, the Owner must notify Management in writing, providing the identity of the listing agent, if any, and contact information for the agent. Thereafter, Security will allow that agent or other agents onto Dockside property, provided prior notice is given by the listing agent.
- E. Management will provide key access to residents as a courtesy only during regular office hours. Residents requesting Security to use the office key to their apartment after hours will be charged a \$50.00 fee.

## **XVIII. SIGNS**

- A. No 'For Sale', 'For Rent' sign or any other advertising is permitted at any apartment or anywhere on Dockside property.
- B. Anyone wishing to use the community bulletin board must comply with Appendix 8.

## **XIX. MOVING IN AND OUT, AND DELIVERIES**

Anyone moving furniture, furnishings or major appliances in or out of any apartment must comply with Appendix 3.

## **XX. STORM PRECAUTIONS, FIRE PROCEDURES AND OTHER EMERGENCIES**

In the event of a severe storm, fire or other emergency, residents must comply with Appendix 9.

## **XXI. CHANGES OF OWNERSHIP, SALES OR LEASES**

- A. A Co-Owner wishing to sell his/her apartment must complete and comply with Appendix 1.
- B. A Co-Owner wishing to rent or lease his/her apartment must complete and comply with Appendix 2.



## **XXII. ADDITIONS, ALTERATIONS, RENOVATIONS AND MODIFICATIONS**

- A. Co-Owners are prohibited from making any additions, alterations, renovations or modifications to their apartment that will in any way affect the structural soundness of the building. Any Co-Owner desiring to make any change or alteration to the external appearance of the building or any common area must comply with the provisions of the Master Deed and other documents contained in Appendix 4. The Board may require residents to remove any personal property deemed to be offensive by the Board from common areas.
- B. Co-Owners must acquire all construction-related permits in accordance with applicable law(s) prior to commencement of any construction-related activity. For purposes herein, 'construction' is defined as any one or more of the following: 1) work requiring the Co-Owner and/or contractor to obtain a building permit; 2) work intended to redesign or modify the layout of an apartment; 3) work involving significant electrical and/or plumbing changes and installation (e.g., a change-out of an electrical panel or rerouting of wiring or other work requiring electrical service supplier notification); 4) work involving the replacement or relocation of building components; and 5) work involving the installation of building materials (e.g., floor coverings).
- C. Prior to the commencement of a construction-related project, the following must occur:
1. Co-Owner and/or Co-Owner's contractor must meet with the General Manager or his/her designee to: a) discuss details of the project and its plan; b) review drawings and specification sheets; c) review Appendix 5; and d) discuss the General Manager's or his/her designee's right to inspect the construction site at any time. A copy of the building permit, if required by law or code, must be forwarded to the Association at this time.
  2. The project's duration must be established and agreed upon in writing between the Co-Owner, contractor and Management. Failure to complete the project within the agreed timeframe may result in action by the Board under Paragraph XXV below and forfeiture of the security deposit, paid in accordance with Appendix 5. This time limit may be waived or adjusted by Management in the event: a) completion is impossible; b) it would result in great hardship to the Co-Owner or contractor; or c) it is delayed due to needs or requirements of the Association.
- D. As part of the approval process to make changes to the external appearance of the building or any common area, the Board reserves the right to establish the earliest commencement date of the approved change. All such changes must be completed within six months.

## **XXIII. SMOKING**

All enclosed common areas are non-smoking areas. Smoke infiltrating another Co-Owner's apartment or an enclosed common area should be reported and will be handled as a nuisance.

## **XXIV. CABLEVISION**

Anyone wishing to subscribe to cablevision service provided by Dockside must comply with Appendix 6.

## XXV. COMPLIANCE TO RULES

- A. Anyone may report a violation of these Rules and Regulations to Management, including Co-Owners, Dockside employees, lessees and guests. All employees must report violations to Management. All reports will be documented by Management.
- B. In the event of non-compliance with these Rules and Regulations, the Board may seek any remedy, inclusive of fines, liens and injunctive relief, to enforce compliance, and, in addition, seek from the Co-Owner: (1) damages; (2) attorney's fees; and (3) costs associated with pursuit of any remedy.
- C. Violation of these Rules and Regulations shall result in the following:
  - 1. 1<sup>st</sup> violation: written warning
  - 2. 2<sup>nd</sup> violation: \$100.00 fine
  - 3. 3<sup>rd</sup> violation: \$200.00 fine
  - 4. Each successive violation: \$250.00 fine.

Nothing in this paragraph shall prohibit the Board from pursuing other remedies under Paragraph B above.

- D. Fines shall be levied and invoiced on the Co-Owner's monthly billing statement following the date of the second and subsequent violations.
- E. Co-Owners are responsible for violations by their lessees, employees, contractors and guests. The payment of those items under paragraphs B and C above is the responsibility of Co-Owners.
- F. Co-Owners against whom a fine or other damages or penalties have been levied shall have the opportunity to seek relief by requesting a hearing before the Board, or the Board's Appeal Committee (if one is appointed by the Board), within ten (10) business days after a fine, damages or penalties have been levied. The Board, or any Appeal Committee it may appoint, has the final authority to enforce levied fines, damages and penalties, to reduce them, or to cancel them, based upon its investigation and facts presented.

## APPENDICES

The documents attached hereto comprise the Appendices for Dockside's Rules and Regulations. These documents may be modified and updated by the Board, from time to time, as the Board deems appropriate.

1. Application for Sale and Waiver of Right of First Refusal
2. Application for Rental Agreement
3. Furniture Mover ('Mover') – Policy and Procedure
4. Master Deed, Article L, Sections 1, 2, 4, 5
  - Request for Change to A Common Element or Request for Repair To A Common Element
  - Limited Common Element Alteration or Modification Agreement
  - External Change Agreement
  - Replacement of Common Elements Agreement
5. Contractor – Policy/Procedure
6. Cablevision Service Management – Policy/Procedure
7. Usage Agreement – Boat Dock and Renewal of Usage Agreement – Boat Dock
8. Office Policy – Community Bulletin Board Utilization
9. Emergency Management Manual
10. Application for Reservation of Club Room
11. Recyclable items (Description)



330 Concord Street, Charleston, S. C. 29401 Telephone (843) 577-0050

# 5. Appendices

APPENDICES  
TO  
DOCKSIDE  
RULES &  
REGULATIONS



330 Concord Street, Charleston, S. C. 29401 Telephone (843) 577-0050



**APPLICATION FOR SALE**

I (SELLER) \_\_\_\_\_ do hereby petition the Board of Directors of  
DOCKSIDE ASSOCIATION, INC. (Dockside) for approval of the sale of APARTMENT No.: \_\_\_\_\_

Proposed Purchaser(S): \_\_\_\_\_

Presently Living at: \_\_\_\_\_

Business, Occupation or Employment: \_\_\_\_\_

Number of Occupants: \_\_\_\_\_ Number of Occupants Under 18 Years: \_\_\_\_\_

Number of Pets: \_\_\_\_\_ Describe (dog or cat): \_\_\_\_\_

Please furnish three references (Local, if possible - other than the real estate agent handling the sale):

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE NO(S).</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

In accordance with the Master Deed of Dockside Association, Inc., Paragraph M.1.(a) (Pg. 15), an executed copy of the bona fide offer for the purchase of Unit No. \_\_\_\_\_ is attached.

Seller represents that he/she has provided to the proposed purchaser, PRIOR to the signing of this Application, a copy of the DOCKSIDE Master Deed, Charter, By-Laws, and Rules and Regulations (with Appendices). By signing this Application, Purchaser acknowledges he/she has received and read those documents and will abide by them. Purchaser further agrees to meet (in person or, where impractical, by telephone) with one or more Board members, or, at the Board's discretion, the General Manager, within 15 days of the submission of this Application.

NOTE: Seller may contact the Dockside office to acquire a copy of the Dockside Master Deed, Charter, By-Laws, and Rules and Regulations (with appendices) and to set up the required meeting.

Purchaser and Seller further agree that 'Move-Ins' and 'Move-Outs' shall be in accordance with Appendix 3 to the Rules and Regulations.

[INSERT LANGUAGE FOR TRANSFER FEE, IF APPLICABLE ]

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
SELLER (OWNER)

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
PURCHASER

SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
NAME

---

DATE RECEIVED AT THE DOCKSIDE OFFICE WITH ATTACHED  
REQUIRED DOCUMENT(S): \_\_\_\_\_

MEETING DATE: \_\_\_\_\_

DOCKSIDE REPRESENTATIVES CONDUCTING MEETING:  
\_\_\_\_\_

PURCHASER(S) INTERVIEWED:  
\_\_\_\_\_

BOARD OF DIRECTORS ACTION:

(NOTE: At least three Directors must concur for the action to be effective)

_____	_____ Approved _____ Disapproved	_____
President		Date

_____	_____ Approved _____ Disapproved	_____
Director		Date

_____	_____ Approved _____ Disapproved	_____
Director		Date

_____	_____ Approved _____ Disapproved	_____
Director		Date

_____	_____ Approved _____ Disapproved	_____
Director		Date



**WAIVER OF RIGHT OF FIRST REFUSAL**

WHEREAS, \_\_\_\_\_  
(hereinafter sometimes referred to as the "Purchaser") has purchased or is purchasing from  
\_\_\_\_\_ that  
Apartment or Townhouse known as \_\_\_\_\_ (hereinafter sometimes  
referred to as the "Property") and located in the Dockside Horizontal Property Regime in  
Charleston, South Carolina;

WHEREAS, Dockside Association, Inc. (hereinafter sometimes referred to as the  
"Association") has a right of first refusal and option to purchase said Property under the terms of  
the Master Deed of the Dockside Horizontal Property Regime dated March 10, 1976, and  
recorded in the R.M.C. office for Charleston County, in Book X-108, page 204, as amended; and

WHEREAS, said Association desires to waive its right of first refusal and option to  
purchase the Property in favor of said Purchaser;

NOW, THEREFORE, in consideration of Three and No/100 Dollars (\$3.00), good and  
valuable consideration in hand paid by the Purchaser to the Association, at and before the signing  
and sealing of these presents, the receipt of which is hereby acknowledged, the Association  
hereby waives and releases its right of first refusal and option to purchase the Property in favor  
of Purchaser. The Association herein reserves its right of first refusal and option to purchase  
with regard to any subsequent conveyance of the Property by Purchaser.



IN WITNESS WHEREOF, the Association has caused these presents to be executed this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESS:

DOCKSIDE ASSOCIATION, INC.

\_\_\_\_\_

by: \_\_\_\_\_

\_\_\_\_\_

its: \_\_\_\_\_

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named Dockside Association, Inc. by \_\_\_\_\_, its \_\_\_\_\_, sign, seal, and as its act and deed, deliver the within Waiver of Right of First Refusal and that (s)he with the other witness named above witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA (L.S.)

My Commission Expires: \_\_\_\_\_



**APPLICATION FOR RENTAL AGREEMENT**

I, LESSOR (Owner) \_\_\_\_\_, do hereby petition the Board of Directors of Dockside Association, Inc. (Dockside), for approval of a lease for a minimum term of one (1) year, of APARTMENT NO. \_\_\_\_\_,

Proposed LESSEE(S): \_\_\_\_\_  
(Note: All legally competent individuals who will reside in the leased premises must be party to the lease.)

Presently Living at : \_\_\_\_\_

Business, Occupation or Employment: \_\_\_\_\_

Total Number of Occupants: \_\_\_\_\_

Number of Occupants under 18 years (or not otherwise legally competent): \_\_\_\_\_

This APPLICATION FOR RENTAL AGREEMENT, when signed and fully executed, becomes a part of the lease agreement between the LESSOR and LESSEE(S).

1. The lease agreement between the LESSOR and LESSEE(S) must be reviewed and approved by the Dockside Board of Directors before it can become effective.
2. At least one month before the effective date of the proposed lease, LESSOR shall submit to Dockside Association, Inc. this APPLICATION FOR RENTAL AGREEMENT, a copy of the executed lease agreement, a \$400 security deposit, and a \$40 new residents' fee.
3. LESSOR represents that he/she has provided to the proposed LESSEE(S), PRIOR to the signing of this Application, a copy of the DOCKSIDE Master Deed, Charter, By-Laws, and Rules and Regulations (with Appendices). LESSOR and LESSEE(S) agree that such Master Deed, Charter, By-Laws, and Rules and Regulations (with Appendices) are made a part of this APPLICATION FOR RENTAL AGREEMENT as though fully stated herein. By signing this Application, each LESSEE acknowledges he/she has received and read those documents and will abide by them throughout the term of the lease. Lessees further understand that Dockside Association, Inc., may amend these documents from time to time and, with notice to the LESSEE, such amended documents shall become a part of this APPLICATION FOR RENTAL AGREEMENT as though set out fully herein.
4. Each LESSEE further agrees to meet (in person or, where impractical, by telephone) with one or more Board members, or, at the Board's discretion, the General Manager, within 15 days of the submission of this Application.

5. LESSOR and LESSEE(S) understand and agree that ANY non-compliance with Dockside Rules and Regulations by the LESSEE(S), or guest(s) of the LESSEE(S), is cause for eviction of the LESSEE(S). The LESSOR is responsible for the eviction of the LESSEE(S) resulting from any non-compliance with Dockside Rules and Regulations after having received written notice from the Dockside Board of Directors, and within a time period specified by the Board of Directors.
6. Except for the LESSEE(S) identified herein, or their children under 18 or persons not otherwise legally competent included in Occupants above, no other person(s) may reside in the premises without prior written consent from Dockside. Guests visiting the LESSEE(S) may not reside or spend the night at the Premises for more than fourteen (14) days in the aggregate (whether or not continuous), during any calendar year, without Dockside's prior written consent.
7. Neither LESSEE(S) nor their Guests are permitted to have pets on the Dockside premises under any circumstances.
8. Security Deposit:
  - a) The Security Deposit submitted with this APPLICATION FOR RENTAL AGREEMENT shall serve to compensate Dockside Association, Inc. for any property damage, cleaning or sundry repairs to the Dockside Common Elements or Limited Common Elements for which the LESSEE(S) is responsible, and/or as payment for any amounts owed to Dockside at the time the lease agreement between the LESSEE(S) and LESSOR is terminated or expires. After the LESSEE(S) vacates the premises, Dockside shall inspect the Common Property and Limited Common Property to which LESSEE(S) has had access and shall review its billing records, and shall determine whether any sums are due and owing by LESSEE(S). (NOTE: Any inspection of the leased premises (other than Common Property and Limited Common Property), and assessment for damages thereto, is not the responsibility of Dockside Association, Inc. and is governed by the lease agreement between LESSOR and LESSEE(S).)
  - b) The Security Deposit shall be mailed to the LESSEE(S), less funds withheld due to conditions stated in Section 8a, above, to the forwarding address provided by the LESSEE(S) no sooner than fourteen (14) days or later than thirty (30) days after LESSEE(S) vacates the premises. Should the amount assessed by Dockside Association, Inc. for damages or billing arrearages exceed the amount of the Security Deposit, LESSOR shall be responsible for any such amounts.
9. The minimum lease agreement between the LESSOR and LESSEE(S) period is one (1) year. If the lease is terminated for any reason prior to the expiration of the minimum one-year lease term, the Security Deposit, in full, shall be forfeited.
10. 'Move-ins' and 'Move-outs' shall be in accordance with Appendix 3 of the Rules and Regulations.
11. This APPLICATION FOR RENTAL AGREEMENT, and the documents incorporated by reference herein, are expressly made part of the lease agreement between the LESSOR and LESSEE(S).

12. The OWNER (LESSOR) is ultimately responsible and accountable for any actions of LESSEE(S).

13. Nuisance Restriction. In addition to abiding by the restrictions set forth in Paragraph I, subsections 2-4, of the Master Deed,

- a) LESSEE(S) shall maintain order in the building in which the leased premises is located and on Dockside grounds and will not disturb or annoy other residents, nor will they do or permit anything to be done or bring or keep anything in the leased premises, the building or on Dockside grounds, which will obstruct or interfere with the right of Quiet Enjoyment of other residents.
- b) LESSEE(S) shall be responsible and accountable for the conduct and behavior of any guests visiting the premises.
- c) LESSEE(S) acknowledges that any visit by law enforcement personnel to the premises or other parts of the Dockside property in response to improper behavior of the LESSEE(S), or LESSEE(S) guest(s), on or about Dockside property, may constitute a cause for eviction and will be cause of forfeiture of the Security Deposit.

14. References. PLEASE furnish three (3) references for each LESSEE (local, if possible - other than the Real Estate Agent handling the lease agreement between the LESSOR and LESSEE(S)) – attach additional information to this APPLICATION FOR RENTAL AGREEMENT, if needed:

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE NO.</u>
-------------	----------------	------------------

LESSEE #1

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

LESSEE #2

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

THE SIGNATURE(S) OF EACH PARTY, BELOW, SERVES TO INDICATE THAT EACH HAS READ AND FULLY UNDERSTANDS THE CONDITIONS STATED WITHIN THE APPLICATION FOR RENTAL AGREEMENT, HEREIN. THE UNDERSIGNED AGREE TO ABIDE BY ALL PROVISIONS OF THE MASTER DEED, CHARTER, BY-LAWS, DOCKSIDE RULES AND REGULATIONS (INCLUDING APPENDICES), THE APPLICATION FOR RENTAL AGREEMENT, AND ALL OTHER POLICIES AND PROCEDURES OF DOCKSIDE ASSOCIATION, INC. AS A CONDITION OF THE LEASE AGREEMENT BETWEEN THE LESSOR and LESSEE(S).

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
LESSOR (Owner)

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
LESSEE #1

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
LESSEE #2

SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
NAME

DATE RECEIVED AT DOCKSIDE OFFICE WITH  
ALL REQUIRED DOCUMENTS AND DEPOSITS:

INTERVIEW DATE:

PERSON(S) CONDUCTING INTERVIEW: \_\_\_\_\_

PERSON(S) INTERVIEWED: \_\_\_\_\_

APPLICATION FOR RENTAL AGREEMENT between \_\_\_\_\_  
and \_\_\_\_\_, dated \_\_\_\_\_.

BOARD OF DIRECTORS ACTION:

(NOTE: At least three Directors must concur for the action to be effective)

_____	_____ Approved _____ Disapproved	_____
President		Date

_____	_____ Approved _____ Disapproved	_____
Director		Date

_____	_____ Approved _____ Disapproved	_____
Director		Date

_____	_____ Approved _____ Disapproved	_____
Director		Date

_____	_____ Approved _____ Disapproved	_____
Director		Date



## **FURNITURE MOVER ('MOVER') - POLICY/PROCEDURE**

**These policies and procedures apply to all deliveries of furniture, furnishings or major appliances, provided, however, paragraph 1, subsections a-d, shall apply only following a change of ownership or tenancy or a full move-out or move-in necessitated by "construction," as defined in Rules & Regulations Section XXII.B.**

1) PRIOR to the commencement of 'mover' work, the following must occur:

- a) 'Mover', if not an Owner or other resident, must be licensed and have a current 'Certificate of Authority' (granted by the South Carolina Public Service Commission – SCPSC, or that of another state). The 'mover' must be insured with coverage for General Liability. Proof of the license and insurance (Certificate of Insurance) must be submitted to the Dockside office for review.
- b) Service Fee. In all cases, the party for whom items are being moved must submit to the Dockside office a non-refundable \$50.00 service fee, payable to Dockside Association, Inc. In the event the payee is a non-Owner, payment must be by certified funds (cash, money order or certified check).
- c) Security Deposit. In all cases, the party for whom items are being moved must submit to the Dockside office a refundable \$250.00 security deposit, payable to Dockside Association, Inc. In the event the payee is a non-Owner, payment must be by BY certified funds (cash, money order or certified check). This security deposit will be refunded pending an inspection of the area(s) used by the 'mover', to include the service elevator. If deemed necessary by Dockside management to sweep or otherwise clean common area space (e.g., hallways, elevators, lobby), remove debris, or repair ANY property damage attributable to the 'mover', the entire security deposit shall be forfeited to Dockside.
- d) 'Mover' must sign a 'Letter of Acknowledgement' (Attachment A) to indicate having read, understood, and is in agreement to comply with the rules, terms and conditions set forth in this POLICY/PROCEDURE document.
- e) The party for whom the 'mover' is working or the 'mover' must contact the Dockside office to reserve utilization of the service elevator, parking space(s), or Dockside equipment usage.
- f) 'Mover' must announce on-site presence to both gate security and the management office.

2) DURING 'mover' work, the following must occur and/or applies:

- a) 'Mover' work hours are from 8:30 a.m. until 4:00 p.m., Monday through Thursday, and 8:30 a.m. until 3:30 p.m. Friday, unless otherwise approved in advance by Dockside's General Manager, Maintenance Manager or Office Secretary. Mover work is not permitted weekends and holidays.



- b) **Service Elevator.** The **service elevator** is available to 'movers' (requires reservation prior to use). The service elevator should be used only after the installation of protective wall cushions and the removal of the floor rug. The hours during which the service elevator are available for 'mover' use, pending reservation, are 8:30 a.m. - 4:00 p.m., Monday – Thursday, and 8:30 a.m. – 3:30 p.m. Friday.  
**NOTE:** Passenger elevators (2) are not to be used by 'movers' at any time.
- c) The entry and exiting of any personnel and items being moved must be through the doors marked **Service Entrance**.
- d) **No items being moved may be leaned for any period of time against hallway or lobby walls.**
- e) No items of any type may be used to disable the operation of the elevator system.
- f) All carts, dollies and other moving devices must have clean rubber or other non-marring tires/wheels which will not mar any floor surface.
- g) PRIOR to transporting any items being moved to or from the service elevator, the following must occur:
- i) A protective flooring material must be installed on the 1<sup>st</sup> floor common area hallway and elevator lobby flooring, extending from the service entrance door beyond the entrance to the service elevator. The protective flooring material, once installed, will establish a 'traffic aisle'. All items being moved must be transported over the 'traffic aisle'.
  - ii) Devices positioned to establish a barrier partition must be installed between the 1<sup>st</sup> floor common area hallway wall and the hallway 'traffic aisle' (see above).
  - iii) **NOTE:** In the event the 'mover' does not have items available to meet the conditions stated within 'gi1' and 'gii2', above, Dockside will provide the required items.
- h) If there is traffic, dirt or other debris within the tower building hallways during the course of work which may harm floor carpeting, the carpeting must be covered with a protective material. The covering must be removed upon completion of the Mover's work. Dragging any item being transported across any common-element hallway or lobby floor is not permitted.
- i) The accumulation or staging of any furniture, furnishings or personal belongings being transported through hallways or the elevator lobby is not permitted. Any such items must first be staged in the service area then conveyed to the service elevator, or in the case of removal from the property, moved directly from the service elevator to the service area.
- j) **Parking.** Vehicle utilized by the 'mover' may park at the Service Entrance ramp for loading and unloading. The use of areas designated as "No Parking", "Fire Lane", "Staff" and all resident parking spaces is not permitted.
- k) Dockside management personnel will complete periodic inspections of the Dockside common areas utilized by the 'mover' to assess the need for any cleaning, debris removal, or property damage caused by the 'mover'. In addition, Dockside may elect to deploy one or more employees to monitor the activities of the 'mover' during the course of the 'mover's' work.



3) AFTER completion of 'mover' work, the following must occur and/or applies:

- a) 'Mover' must notify the Dockside office of completion of work.
- b) Dockside management personnel will complete an inspection of the Dockside common areas utilized by the 'mover' to assess the need for any cleaning, debris removal, or property damage caused by the 'mover'.
- c) Pending the outcome of the inspection, the refund of the security deposit will be mailed to the forwarding address provided by the payee no later than thirty (30) days, but no sooner than five (5) days, after the completion of 'mover' work.
- d) In the event the cost of any repair resulting from property damage exceeds \$250.00, or is not otherwise covered by a deposit, the Co-Owner(s) whose property is being serviced by the 'mover' will be billed.

***NOTE: VIOLATION OF ANY RULE, TERM OR CONDITION SET FORTH IN THIS 'FURNITURE MOVER (MOVER) – POLICY/PROCEDURE' IS CAUSE FOR FULL FORFEITURE OF ANY SECURITY DEPOSIT, AND MAY RESULT IN DOCKSIDE MANAGEMENT'S DISALLOWANCE OF WORK COMMENCEMENT OR CONTINUATION.***

**LETTER OF ACKNOWLEDGEMENT**

I \_\_\_\_\_ ( print name), representing  
\_\_\_\_\_ ('mover') and having been employed by  
\_\_\_\_\_ (employer, or self) for the relocation of furniture,  
furnishing and/or other personal belongings at Dockside, Charleston, South Carolina, have read, fully  
understand and agree to comply with the rules, conditions and terms set forth in the Dockside 'FURNITURE  
MOVER ('MOVER') – POLICY/PROCEDURE' document.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
( 'Mover' Representative)

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Owner or Owner's Representative)

Witness: \_\_\_\_\_

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**Dockside Office Use**

Date Received At Dockside Office With Attached Required Documents: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Received By: \_\_\_\_\_



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file:POLICY –MOVERS.word.shs



**BOOK X108 PAGE 204**

**L. Alterations and Modifications.**

1. No alteration, modification, or improvement shall be made to any Apartment or to the Building, nor shall any addition be made thereto, nor shall any portion thereof be removed which might affect the structural soundness of the Building or jeopardize the safety of any Co-Owner; nevertheless, the Co-Owner of Apartments which are adjacent either vertically or Horizontally shall have the right and easement to cut apertures in such floors and ceiling, and in non-load bearing portions of such walls, and shall have the right and easement in said aperture for ingress, egress and access to and from each Apartment and shall have the right and easement to construct stairs or other connecting devices in said aperture between Apartments; provided, however, that in exercising such right any such Co-owner shall not interfere with any water, sewer, electrical or other lines or common elements in an manner detrimental to the structural integrity of the building.

2. Nothing shall be done by the Association or any Co-Owner to impair any easement, or to change the external Appearance of the Building without first obtaining the approval

in writing of the Board of Directors of the Association and the Co-Owners of at least Seventy-Five (75%) per cent of the Common Elements of the entire Regime.

3. The Association shall have the right to make or cause to be made such alterations, modifications and improvements to the Common Elements, provided such alterations, modifications or improvements are first approved in writing by the Board of Directors of the Association and also by the Co-Owners of Sixty (60%) per cent or more of the Common Elements of the entire Regime; and the cost of such alterations, modifications or improvements shall be assessed as Common Expenses and collected from the Co-Owners of all Apartments according to their percentage of ownership of Common Elements of the entire Regime.

4. The Co-Owners of Seventy-Five (75%) per cent or More of the Common Elements on any one floor of the Building, Except the first floor, (or, where apartments have an upper and a lower level, the Co-Owners of Seventy-Five (75%) per cent of the Common Elements on both such floors) may make or cause to be made such alterations, modifications, or improvements or the Common Elements on their floor(s) provided in the making of such alterations, modifications or improvements are first approved in writing by the Board of Directors of the Association and by either: (i) the remaining Co-Owner or Co-Owners on such floor(s); or, (ii) the Co-Owners of 66-2/3% or more of the Common Elements of the entire Regime; the cost of such alterations, modifications or improvements to be assessed and collected solely from the Co-Owners of the Apartments on such floor(s).

5. No alterations, modification or improvement as provided for in subparagraphs 2, 3 and 4 above shall interfere with any material right of any Co-Owner unless his prior written consent is obtained.



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## REQUEST FOR CHANGE to a Common Element

#: \_\_\_\_\_

\_\_\_\_\_  
Requestor Name/Signature

\_\_\_\_\_  
Apartment #

\_\_\_\_\_  
Date of Request

Request Category (If In Accordance with Any Master Deed Article and Section Represented Below, Indicate the Most Applicable Category for this 'REQUEST'):

☐

Association or Co-Owner to Change the External Appearance of the Building  
(Master Deed, Article L, Section 2; By-Laws, Article F, Section 1b2,3,4)

☐

Association to Make or Cause to Be Made Such Alterations, Modifications and Improvements to the Common Elements  
(Master Deed, Article L, Section 3)

☐

The Co-Owners of 75% or More of the Common Elements on Any One Floor of the Building, Except the First Floor, May Make or Cause to Be Made Such Alterations, Modifications or Improvements of the Common Elements on Their Floor  
(Master Deed, Article L, Section 4; By-Laws, Article F, Section 1b2,3,4)

☐

Co-Owner elects to replace a Limited Common Element with a 'like'-component (e.g., replacement of a sliding glass door unit with another).

☐

Co-Owner elects to modify or alter a Common Element component of a structure or other Common Element property.

**NOTE:** 1) No alteration, modification, or improvement shall be made to any Apartment or to the Building, nor shall any addition be made thereto, nor shall any portion thereof be removed which might affect the structural soundness of the Building or jeopardize the safety of any Co-Owner....; 2) No alteration, modification or improvement.....shall interfere with any material right of any Co-Owner unless his prior written consent is obtained.  
(Master Deed, Article L, Sections 1, 5)

Description of Change(s) to Common Element(s) (attach additional information, drawings, specifications, etc., as appropriate): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Start Date for Change Demolition, Construction or Installation: \_\_\_\_\_

Estimated Completion Date for Demolition, Construction or Installation: \_\_\_\_\_

Board of Directors Approval (Check One):    Approve ☐    Partial/  
Conditional Approval ☐    Not Approved ☐

\_\_\_\_\_  
Signature, Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, Board of Directors

\_\_\_\_\_  
Date



## REQUEST FOR REPAIR to a Common Element

#: \_\_\_\_\_

Requestor Name/Signature \_\_\_\_\_

Apartment # \_\_\_\_\_

Date of Request \_\_\_\_\_

Request Category (Check One By-Law Shown Below Most Applicable to this 'REQUEST').

**By-Laws Article F. Maintenance, Upkeep and Repair.** Responsibility for the maintenance of the property of the Regime shall be as follows:

☐ **By-Laws, Article F, Section 1a1 (Apartments):** The Association shall maintain, repair and replace at the Association's expense:

All Common Elements, including portions of an Apartment, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to load-bearing columns and load-bearing walls. Also, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services contained in the portions of an Apartment maintained by the Association; and all such facilities contained within an Apartment that service part or parts of the Condominium other than the Apartment in which they are contained. Interior surfaces of an Apartment shall be maintained by the Co-Owner.

☐ **By-Laws, Article F, Section 1a2 (Apartments):** The Association shall maintain, repair and replace at the Association's expense:

All incidental damage caused to an Apartment by such work (as referenced in By-Laws Article F, Section 1a1) shall be promptly repaired at the expense of the Association.

☐ **By-Laws, Article F, Section 2a (Common Elements):**

The maintenance and operation of the Common Elements, both General and Limited, shall be the responsibility of the Association and a Common Expense; provided, however, that in case of emergency and in order to preserve the property or for the safety of the occupants, a Co-Owner may assume the responsibility therefore, and he shall be relieved of liability for his acts performed in good faith and reimbursed for his expense by the Association when approved by its Board of Directors.

**NOTE: Master Deed, Article L, Section 1:** No alteration, modification, or improvement shall be made to any Apartment or to the Building, nor shall any addition be made thereto, nor shall any portion thereof be removed which might affect the structural soundness of the Building or jeopardize the safety of any Co-Owner....**Master Deed, Article L Section 2:** No alteration, modification or improvement.....shall interfere with any material right of any Co-Owner unless his prior written consent is obtained.



**Description of Repair Requested** (attach additional information, drawings, specifications, etc., if necessary):

**Cause/Need for Repair Requested** (attach additional information, drawings, specifications, etc., if necessary):

Board of Directors Approval (Check One):

Approve☐

Partial/  
Conditional  
Approval☐

Not Approved☐

Signature, Board of Directors

Date

Signature, Board of Directors

Date

Signature, Board of Directors

Date

Signature, Board of Directors

Date

Signature, Board of Directors

Date



LIMITED COMMON ELEMENT  
ALTERATION OR MODIFICATION  
AGREEMENT

**WHEREAS,** \_\_\_\_\_ as the owner(s) of Apartment \_\_\_\_\_, Dockside, desire to make certain alterations or modifications to a limited common element as pertinent to the aforesaid unit; and

**WHEREAS,** the undersigned owner(s) agrees to submit said proposed alteration or modification to the Board of Directors of Dockside Association, Inc., for approval and agree as follows:

**FIRST:** That the aforesaid owner(s) shall hold harmless and indemnify Dockside Association, Inc., the Board of Directors of the Association, its officers, agents, and servants as pertinent to said limited common element alteration or modification if approved by the Board of Directors of Dockside Association Inc., the said hold harmless agreement and indemnity to include any and all attorney's fees and costs as may be incurred by Dockside Association, Inc., its Board of Directors, its officers, agents, and servants as pertinent thereto. It is further understood and agreed that approval may additionally be contingent upon approval of the membership of Dockside as may be deemed necessary by the Board of Directors or as required by the governing documents of Dockside before the Board of Directors grants approval as pertinent thereto.

**SECOND:** A description of the alteration or modification, the subject of this Agreement is attached hereto as Exhibit "A" and incorporated herein.

**THIRD:** It is understood that unless the Board of Directors of Dockside Association, Inc., provides written notification to the owner(s) approving said alteration or modification within fifteen (15) days of the date of the execution of this Agreement, said request shall be deemed denied.

**FOURTH:** This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

\_\_\_\_\_(L.S.) By: \_\_\_\_\_  
DOCKSIDE ASSOCIATION, INC. Date Its Duly Authorized Representative

\_\_\_\_\_(L.S.) \_\_\_\_\_  
(OWNER) Date

\_\_\_\_\_(L.S.) \_\_\_\_\_  
(OWNER) Date



## EXTERNAL CHANGE AGREEMENT

WHEREAS, \_\_\_\_\_ (Owner), their heirs and assigns, desires to change  
a/the \_\_\_\_\_  
\_\_\_\_\_ description of change) in the Dockside Horizontal  
Property Regime; and

WHEREAS, Dockside Association, Inc., under its Master Deed and By-Laws, is responsible to regulate  
and oversee said external changes,

NOW, KNOW ALL MEN THESE PRESENTS:

THAT DOCKSIDE ASSOCIATION, INC., in consideration of Ten Dollars (\$10.00) and other good and  
valuable consideration, the receipt and sufficiency of which is hereby acknowledged, allows  
\_\_\_\_\_ (Owner), their heirs and assigns, to change a/the \_\_\_\_\_  
\_\_\_\_\_ (description of change).

The intent of this agreement is to complement the rights and obligations of the parties under the Master Deed  
and By-Laws of Dockside Horizontal Property Regime and not to supplant or otherwise alter those rights and  
obligations other than is stated herein. It is understood and agreed that

\_\_\_\_\_ (Owner), their heirs and assigns, will be responsible for the maintenance  
and repair of same and any warranty work needed thereon and not Dockside Association, Inc.

IN THE EVENT that said \_\_\_\_\_  
\_\_\_\_\_ (description of change) needs to be repaired or  
replaced in the future as a result of either an event covered by insurance or otherwise under the circumstances  
that Dockside Association, Inc., is obligated under the Master Deed and By-Laws to be responsible therefore,  
Dockside Association, Inc., shall not be financially responsible to replace or provide maintenance to same.

\_\_\_\_\_ (Owner), their heirs and assigns, agree to defend and indemnify  
and hold harmless Dockside Association, Inc., against any and judgments, damages, including without  
limitation legal and other expenses Dockside Association, Inc., may incur defending any claim or legal action,  
in whole or in part, arising out of the work and installation done pursuant to this agreement or the acts of  
\_\_\_\_\_ (Owner), or their agents.

\_\_\_\_\_  
DOCKSIDE ASSOCIATION, INC. (L.S.) By: \_\_\_\_\_  
Date Its Duly Authorized Representative

\_\_\_\_\_  
(OWNER) (L.S.) \_\_\_\_\_  
Date

\_\_\_\_\_  
(OWNER) (L.S.) \_\_\_\_\_  
Date

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## REPLACEMENT OF COMMON ELEMENTS AGREEMENT

WHEREAS, \_\_\_\_\_ desires to replace their \_\_\_\_\_  
\_\_\_\_\_, a common element with \_\_\_\_\_  
\_\_\_\_\_, in their Apartment # \_\_\_\_\_ in  
Dockside Association, Inc.;

WHEREAS, Dockside Association, Inc., under the Master Deed and its By-Laws, is responsible to maintain, repair and replace all common elements; and

WHEREAS, the replacement mentioned herein is being undertaken by the Owner of said Apartment at his/her own expense and in full reliance upon the Contractor of his/her choice for the installation and quality of the items; and

WHEREAS, it is recognized that the replacement may have a warranty for materials and workmanship and may be of higher quality than the common element which it replaces.

NOW, KNOW ALL MEN BY THESE PRESENTS:

THAT Dockside Association, Inc., in consideration of Ten and 00/100 (\$10.00) DOLLARS and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, allows \_\_\_\_\_, heirs and assigns, to replace  
\_\_\_\_\_ common element with \_\_\_\_\_. The intent of this agreement is to complement the rights and obligations of the parties under the Master Deed and By-Laws of Dockside Horizontal Property Regime and not to supplant or otherwise alter those rights and obligations other than is stated herein. It is understood and agreed that \_\_\_\_\_, heirs and assigns, will look to the seller, installer and/or manufacturer of the \_\_\_\_\_ for the proper and appropriate installation of same and any warranty work needed thereon and not to Dockside Association, Inc.

IN THE EVENT that said \_\_\_\_\_ needs to be repaired or replaced in the future as a result of either an event covered by insurance or otherwise under circumstances that Dockside Association, Inc., is obligated under the Master Deed or By-Laws to be responsible therefore, Dockside Association, Inc., shall only be financially responsible to replace same with material of the same quality as that then used by Dockside for comparable Common Elements or Limited Common Elements. It is understood and agreed further that Dockside Association, Inc., will maintain and repair said common element only to the extent as is its obligation to maintain or repair other common elements of Dockside Association, Inc.

\_\_\_\_\_, heirs and assigns, agrees to defend and indemnify and hold harmless Dockside Association, Inc., against any and all judgments, damages, including without limitation, legal and other expenses Dockside Association, Inc., may incur defending any claim or legal action, in whole or in part, arising out of the work and replacement done pursuant to this agreement or the acts of \_\_\_\_\_ or his agents.

DOCKSIDE ASSOCIATION, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

Owner, Apartment No. \_\_\_\_\_

\_\_\_\_\_

Owner, Apartment No. \_\_\_\_\_



330 Concord Street, Charleston, S. C. 29401 Telephone (843) 577-0050

## CONTRACTOR - POLICY/PROCEDURE

1. PRIOR to the commencement of contracted work, the following must occur:

- a) 'Contractors' must be licensed and insured, and proof of license and insurance must be submitted to the Dockside office for review.
- b) Service Fee. In all cases whereby work is contracted by an Owner, the Owner or 'contractor' must submit to the Dockside office a non-refundable \$50.00 service fee, payable to Dockside Association, Inc. In the event the payee is a 'contractor', payment must be via certified funds (cash, money order or certified check).
- c) Security Deposit. In all cases whereby work is contracted by an Owner, the Owner or 'contractor' must submit to the Dockside office a refundable \$250.00 security deposit, payable to Dockside Association, Inc. In the event the payee is the 'contractor', payment must be via certified funds (cash, money order or certified check). This security deposit will be refunded pending an inspection of the area(s) used by the 'contractor', to include the service elevator. If deemed necessary by Dockside management to sweep or otherwise clean common area space (e.g., hallways, elevators, lobby), remove debris, or repair ANY property damage attributable to Contractor personnel or workmanship, the entire security deposit shall be forfeited to Dockside. In the event the cost of any cleaning or repair resulting from property damage exceeds \$250.00, the amount greater than \$250.00 will be billed to the Owner whose property is being serviced by the 'contractor'. In the event damage is incurred by a 'contractor' hired by Dockside, the refundable deposit is forfeited, and the cost of repair exceeding \$250.00 will be billed to the 'contractor'. Also, failure to follow the terms of this Policy/Procedure will result in full forfeiture of the security deposit refund.
- d) 'Contractor' must sign a 'Letter of Acknowledgement' indicating having read, understood, and is in agreement to comply with the rules, terms and conditions set forth in this 'CONTRACTOR – POLICY/PROCEDURE' document.
- e) The contracting Owner or the 'contractor' must contact the Dockside office to reserve utilization of the service elevator, parking spaces, or Dockside equipment usage.
- f) 'Contractor' must announce on-site presence to both gate security and the management office at the time of arrival.
- g) 'Contractor' must acquire and post permits in accordance with city codes and ordinances.



2. DURING contracted work, the following must occur and/or applies:

- a) Working hours for 'contractors' are from 8:00 a.m. until 5:00 p.m., Monday through Friday, unless otherwise approved in advance by Dockside's General Manager, Maintenance Manager or Office Secretary. 'Quiet' work (e.g., painting, wallpapering) may be permitted on Saturdays pending request and prior approval. No work is permitted on Sundays.
- b) **Service Elevator.** The **service elevator** is available to 'contractors' to move materials to/from upper level floors (requires reservation prior to use). The service elevator should be used only after the installation of protective wall cushions and the removal of the floor rug. The hours during which the service elevator are available for Contractor use, pending reservation, are 8:30 a.m. - 4:00 p.m., Monday – Thursday, and 8:30 a.m. – 3:30 p.m. Friday. **NOTE:** Passenger elevators (2) are not to be used by Contractors at any time.
- c) When painting or odor, dust, smoke, fume-producing work is in progress, the doors to the hallways must be closed to prevent fumes from entering common-element space and/or other Apartments to insure the fire alarm system is not activated. Also, the management office must be notified to enable the fire alarm system to be deactivated within the affected area.
- d) The entry and exiting of any personnel and materials must be through the doors marked **Service Entrance**.
- e) No equipment or materials may be leaned for any period of time against hallway or lobby walls.
- f) No equipment or materials may be used to disable the operation of the elevator system.
- g) All carts, dollies and other material or equipment moving devices must have clean rubber or other non-marring tires/wheels which will not mar any floor surface.
- h) **PRIOR** to the transporting of materials and/or equipment to or from the service elevator, the following must occur:
  - i. A protective flooring material must be installed on the 1<sup>st</sup> floor common area hallway and elevator lobby flooring, extending from the service entrance door beyond the entrance to the service elevator. The protective flooring material, once installed, will establish a 'traffic aisle'. All items being moved must be transported over the 'traffic aisle'.
  - ii. Devices positioned to establish a barrier partition must be installed between the 1<sup>st</sup> floor common area hallway wall and the hallway 'traffic aisle' (see above).
  - iii. **NOTE:** In the event the 'contractor' does not have items available to meet the conditions stated within 'h1' and 'h2', above, Dockside will provide the required items.
- i) If there is traffic, dirt or other debris within the tower building hallways during the course of work which may harm floor carpeting, the carpeting must be covered with a protective material. The covering must be removed at the end of each work day. Dragging equipment or materials across any common-element hallway or lobby floor is not permitted.



- j) Work of any type within hallway or fire escape spaces is not permitted.
  - k) The accumulation or short-term and temporary storage of materials, equipment or any tooling in hallways and corridors is not permitted. No equipment or materials may be staged in the main lobby - it must first be staged in the service area, then conveyed directly to the service elevator. In the event of removal from the property, materials, equipment or any tooling must be moved directly from the service elevator to the service area (no staging in the elevator lobby is permitted).
  - l) **Parking.** Delivery trucks and other vehicles may temporarily park at the Service Entrance for loading and unloading. Longer term parking must be within parking spaces designated as 'Contractor Parking' or as otherwise directed by Dockside personnel. The use of areas designated as "No Parking", "Fire Lane", "Staff" and all resident parking spaces is not permitted.
  - m) Dockside management personnel will complete periodic inspections of the Dockside common areas utilized by the 'contractor' to assess the need for any cleaning, debris removal, or property damage caused by the 'contractor'. In addition, Dockside may elect to deploy one or more employees to monitor the activities of the 'contractor' during the course of the 'contractor's' work.
3. AFTER completion of 'contractor' work, the following must occur and/or applies:
- a) 'Contractor' must notify the Dockside office of completion of work.
  - b) Dockside management personnel will complete an inspection of the Dockside common areas utilized by the 'contractor' to assess the need for any cleaning, debris removal, or property damage caused by the 'contractor'.
  - c) Pending the outcome of the inspection, the refund of the security deposit will be mailed to the forwarding address provided by the payee no later than thirty (30) days, but no sooner than five (5) days, after the completion of 'contractor' work.

***NOTE: VIOLATION OF ANY RULE, TERM OR CONDITION SET FORTH IN THIS 'CONTRACTOR – POLICY/PROCEDURE' IS CAUSE FOR FULL FORFEITURE OF THE SECURITY DEPOSIT, AND MAY RESULT IN DOCKSIDE MANAGEMENT'S DISALLOWANCE OF WORK COMMENCEMENT OR CONTINUATION.***

**LETTER OF ACKNOWLEDGEMENT**

I \_\_\_\_\_ ( print name), representing  
\_\_\_\_\_ ('contractor') and having been  
employed by \_\_\_\_\_ (contracting party),  
have read, fully understand and agree to comply with the rules, conditions and terms  
set forth in the Dockside 'CONTRACTOR – POLICY/PROCEDURE' document.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Contractor Representative)

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Owner or Owner's Representative)

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

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**Dockside Office Use**

Date Received At Dockside Office With Attached Required Documents: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Received By: \_\_\_\_\_





330 Concord Street, Charleston, S. C. 29401 Telephone (843) 577-0050

**Dockside Association, Inc.**

**CABLEVISION SERVICE MANAGEMENT -  
POLICY/PROCEDURE**

1. At the time of a Co-Owner's or Lessee's initial subscription to 'basic' cablevision service, the cable service connection will be completed by Dockside personnel at no cost to the subscriber.
2. At the time of a Co-Owner's or Lessees' initial discontinuation of 'basic' cablevision service, at the election of the subscriber or resulting from a delinquency of service payment, the cable service disconnection will be completed by Dockside personnel at no cost to the subscriber.
3. Following any initial discontinuation of 'basic' cablevision service, Dockside personnel may restore the service upon the request of the subscriber. Such service restoration shall be billed at a fixed rate of forty dollars (\$40.00). In addition, any restoration of 'basic' service, subsequent to the initial service connection, shall be billed at a fixed rate of forty dollars (\$40.00).
4. Upon any sixty (60) day delinquency of 'basic' cablevision billing payment, Dockside shall disconnect 'basic' cablevision service to the non-paying entity. If such disconnection is subsequent to any prior disconnection, the disconnection fee of forty dollars (\$40.00) shall be charged. Service shall remain disconnected during the course of outstanding payment. Upon full payment of the amount due, the subscriber may elect to request reconnection of 'basic' cablevision service. Such reconnection shall be billed at a fixed rate of forty dollars (\$40.00).
5. Distribution. At the time of subscription to 'basic' cablevision service, this Policy/Procedure shall be distributed to the subscriber.

**ACKNOWLEDGEMENT:**

\_\_\_\_\_  
Co-Owner Signature and Date

\_\_\_\_\_  
Lessee Signature and Date

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330 Concord Street, Charleston, S. C. 29401    Telephone (843) 577-0050

### **USAGE AGREEMENT - BOAT DOCK**

This **USAGE AGREEMENT** is entered into by \_\_\_\_\_ as the Owner of Apartment \_\_\_\_ (**USER**), and Dockside Association, Inc. (**DOCKSIDE**).

Dockside Association, Inc., has ownership and control of certain boat 'slips' being six in number, located at the dock located at 330 Concord Street, Charleston, South Carolina (Ref. Attachment A).

Dockside Association, Inc., by and through its Board of Directors, has determined that usage of said boat slips be made available to all of Dockside Association Co-Owners with usage thereof extended on an annual basis with respect to each boat 'slip' with a waiting list established as pertinent thereto, and with it further being understood that said **USAGE AGREEMENT** is subject to termination by the Board of Directors of Dockside Association, Inc., in their sole discretion should a determination be made that said **USAGE AGREEMENT** contravenes the Master Deed and/or By-Laws of Dockside Association, Inc.

1. The terms and conditions of said **USAGE AGREEMENT** are further set forth herein below:

- a) This **USAGE AGREEMENT** pertains to boat 'slip' #\_\_\_\_ as designated on Attachment A (Ref. Attachment A), and the term of this **USAGE AGREEMENT** shall be for a period of one year, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject, however, to earlier termination or extended expiration as provided herein.
- b) When utilizing the boat dock, the User will secure a boat to the 'slip' # identified in Section 1a, above, in a manner sufficient to prevent damage to the boat dock and other boats secured to the boat dock.
- c) Upon expiration of this **USAGE AGREEMENT**, the parties may enter into a subsequent twelve months **USAGE AGREEMENT** at the discretion of the Board of Directors of Dockside Association, Inc.

- d) Upon termination of this **USAGE AGREEMENT**, in the event the User fails to promptly surrender the boat 'slip', Dockside Association, Inc., may commence ejectment proceedings as pertinent thereto. The usage rate, however, shall be one hundred and fifty percent (150%) of the regular usage rate until the 'slip' is surrendered. Prior to the expiration of the one-year term herein, either party may give written notice, one to the other, of at least sixty (60) days to terminate said **USAGE AGREEMENT**.
- e) The User will pay Dockside Association, Inc., during the term of this **USAGE AGREEMENT** a monthly usage fee of \$\_\_\_\_\_, calculated per \$\_\_\_\_ per linear foot per \_\_\_\_\_ linear feet ('slip' length), payable monthly.
- f) The User will also pay Dockside Association, Inc. during the term of this **USAGE AGREEMENT** the amount billed to Dockside Association, Inc. by utility suppliers for actual utilities, to include cable vision, phone, etc., consumed by User at said 'slip' premises.
- g) All payments for usage and utilities shall be forwarded to:  
Dockside Association, Inc.  
330 Concord St.  
Charleston, SC 29401

2. Adjustment of Usage Fee. Adjustment in usage fees may be initiated by Dockside Association, Inc. upon the anniversary date of the initial term.

3. Insurance.

- a) The User shall maintain adequate insurance as pertinent to its property and additionally general liability, fuel and oil spill liability insurance, medical and personal medical payments coverage, and towing coverage. User's general liability insurance coverage shall insure losses incurred upon the property of Dockside Association, Inc. as a result of User's usage thereof. User is responsible for any damage User causes upon the premises. User shall provide Dockside Association, Inc. a Certificate of Insurance as pertinent thereto and the Certificate of Insurance shall indicate Dockside Association, Inc. as an additional insured and Certificate holder. The amount of coverage shall be subject to the approval of Dockside Association, Inc.
- b) Hold Harmless. User agrees to indemnify and save Dockside Association, Inc. harmless from all claims (including cost and expenses of defending against such claims) (1) arising or alleged to arise from any act or omission of user or user's agents, employees or contractors, and/or (2) resulting from any injury to any person or damage to the property of any person occurring during the usage of the premises. User agrees to use and occupy the premises at User's own risk and hereby releases Dockside Association, Inc., its agents or employees, from all claims for any damage or injury to the full extent permitted by law. The indemnification provision herein shall survive any termination of this **USAGE AGREEMENT** by lapse or otherwise. User agrees that no waste or damage shall be committed upon the premises and the premises will be used as originally designed and intended for a boat 'slip'; the User shall comply with all applicable laws, ordinances, and covenants.

4. Repairs and Maintenance.

- a) User shall take good and proper care of the premises to include the structure and any attached fixtures and keep the same in good order, repair and condition, ordinary wear and tear excepted. Any repair, alteration, attachment or improvement to the premises by User must be done with the expressed written approval of Dockside Association, Inc.
- b) Dockside Association, Inc. shall provide electric and water utilities for usage by User at the premises specified herein. At all reasonable times, Dockside Association, Inc. shall have the right to inspect the premises.

5. Subletting. User shall not be entitled to assign or delegate the usage of said boat 'slip' to any other person or entity without the expressed written permission of Dockside Association, Inc.

6. Quiet Enjoyment. User, upon meeting the terms of this **USAGE AGREEMENT**, shall quietly be entitled to use and occupancy of the boat 'slip'.

7. Default.

- a) At Dockside Association, Inc.'s option, any one or more of the following acts or occurrences shall be an event of default with respect to this **USAGE AGREEMENT**, and be cause for termination thereof.
  - i. User shall fail to make payment of any installment of usage fees, utility, or any other fees, to Dockside Association, Inc. for the term stated herein and such failure shall continue for a period of fourteen (14) days.
  - ii. User shall violate or neglect any applicable laws, ordinances, or covenants.
- b) Applicable to the time period April 1 through November 30 of each year, in the event User fails to make use of said boat 'slip' for a period exceeding ninety (90) consecutive days, this occurrence may be an Event of Default entitling Dockside Association, Inc. to terminate this **USAGE AGREEMENT**.
- c) Upon termination of this **USAGE AGREEMENT**, in the event User fails to surrender the premises in good order and condition, Dockside Association, Inc. shall be entitled to all remedies as pertinent thereto and in addition thereto, attorney's fees and costs in the enforcement thereof. Furthermore, for each day of occupancy beyond the User's authorized term, the usage fee shall be one hundred and fifty percent (150%) of usage fee as pertinent thereto until said boat 'slip' is surrendered to Dockside Association, Inc.



8. Amendments. This **USAGE AGREEMENT** may not be changed except by mutual written agreement between the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have approved and executed this **USAGE AGREEMENT** on the day, month, and year first above written.

**Dockside Association, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**User:** \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_





330 Concord Street, Charleston, S. C. 29401 Telephone (843) 577-0050

**RENEWAL OF USAGE AGREEMENT – BOAT DOCK**

This **RENEWAL OF USAGE AGREEMENT** (“**RENEWAL**”) is entered into by \_\_\_\_\_ (**USER**) and **DOCKSIDE ASSOCIATION, INC. (DOCKSIDE)**.

In consideration of the rents and agreements to be paid and performed by the **USER** as stated herein, **DOCKSIDE** agrees to allow usage to the **USER** the real estate described as Dockside Association, Inc., Boat Dock Number \_\_\_\_, commonly referred to as Slip \_\_\_\_, located at 330 Concord Street, Charleston, SC.

1. Term

a) The term of this **RENEWAL** shall be a period of one year, commencing on \_\_\_\_\_, \_\_\_\_\_, and expiring \_\_\_\_\_, \_\_\_\_\_, subject, however, to earlier termination or extended expiration as provided herein.

b) Upon expiration of this **RENEWAL**, **DOCKSIDE** and **USER** may enter into a subsequent twelve-month **RENEWAL of USAGE AGREEMENT**, subject to terms of the original **AGREEMENT**. To acquire a **RENEWAL of USAGE AGREEMENT**, **USER** shall submit to **DOCKSIDE** a request for renewal at least two months (60 days) prior to the term’s expiration date. **DOCKSIDE** reserves the right to deny such request.

c) Either party to the **USAGE AGREEMENT** and the **RENEWAL** herewith may terminate the **AGREEMENT** by giving written notice of such intent to the other party at least two months (60 days) prior to the termination date designated within the notice. No penalties will be incurred by either party for such termination.

2. Usage Fee. **USER** will pay **DOCKSIDE** during the term of this **RENEWAL** a monthly fee of \$\_\_\_\_\_, calculated per \$\_\_\_\_\_ per linear foot per \_\_\_\_\_ linear feet (slip length), payable monthly.

3. General Conditions. The conditions set forth in the original **USAGE AGREEMENT**, dated \_\_\_\_\_, with the exception of term and usage fee provisions as stated herein, shall be applicable and binding to this **RENEWAL**, and may not be changed except by mutual and written agreement between **USER** and **DOCKSIDE**.

**IN WITNESS WHEREOF**, the parties hereto have each approved and executed this **RENEWAL** on the day, month and year first above written.

**DOCKSIDE:**

**DOCKSIDE ASSOCIATION, INC.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**USER:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

file:BOAT DOCK USAGE RENEWAL.word.shs



## **COMMUNITY BULLETIN BOARD UTILIZATION**

1. General. For use by its Residents, Dockside Association, Inc., shall provide and maintain a 'community-use' bulletin board for general information sharing purpose. The bulletin board shall be located within an easily accessible common area, with its use overseen by Dockside management.

### **2. Utilization.**

#### **a) Bulletin board postings shall be**

- posted by Co-Owners and Residents
- beneficial to Co-Owners and Residents
- announcements considered of interest to Dockside Residents
- general news/information considered of interest to Dockside Residents
- notification of personal items for sale, rent, or donation by Dockside Residents
- in good taste
- posted with date of posting indicated

#### **b) Bulletin board postings shall not be**

- used for commercial purposes
- business/work solicitation
- contractor or service person information
- sales information for services or items for sale, rent, or donation by non-Dockside Residents
- offensive or in poor taste

3. Prior Approval. All bulletin board posting must be reviewed for approval by Dockside management prior to posting. Dockside management and any member of the Board of Directors may deny the use of the bulletin board per their discretion and/or remove any posting deemed inappropriate at their discretion.



APPENDIX 9      Ref. Rules & Regulations: Section XX  
Effective Date: September 1, 2011



330 Concord Street, Charleston, S. C. 29401   Telephone (843) 577-0050

**FIRE: 9-1-1  
202-1723**

**POLICE: 9-1-1  
577-7434**

**EMS/AMBULANCE: 9-1-1  
745-4000**

**TTY EMERGENCY for the DISABLED: 911  
744-3200**

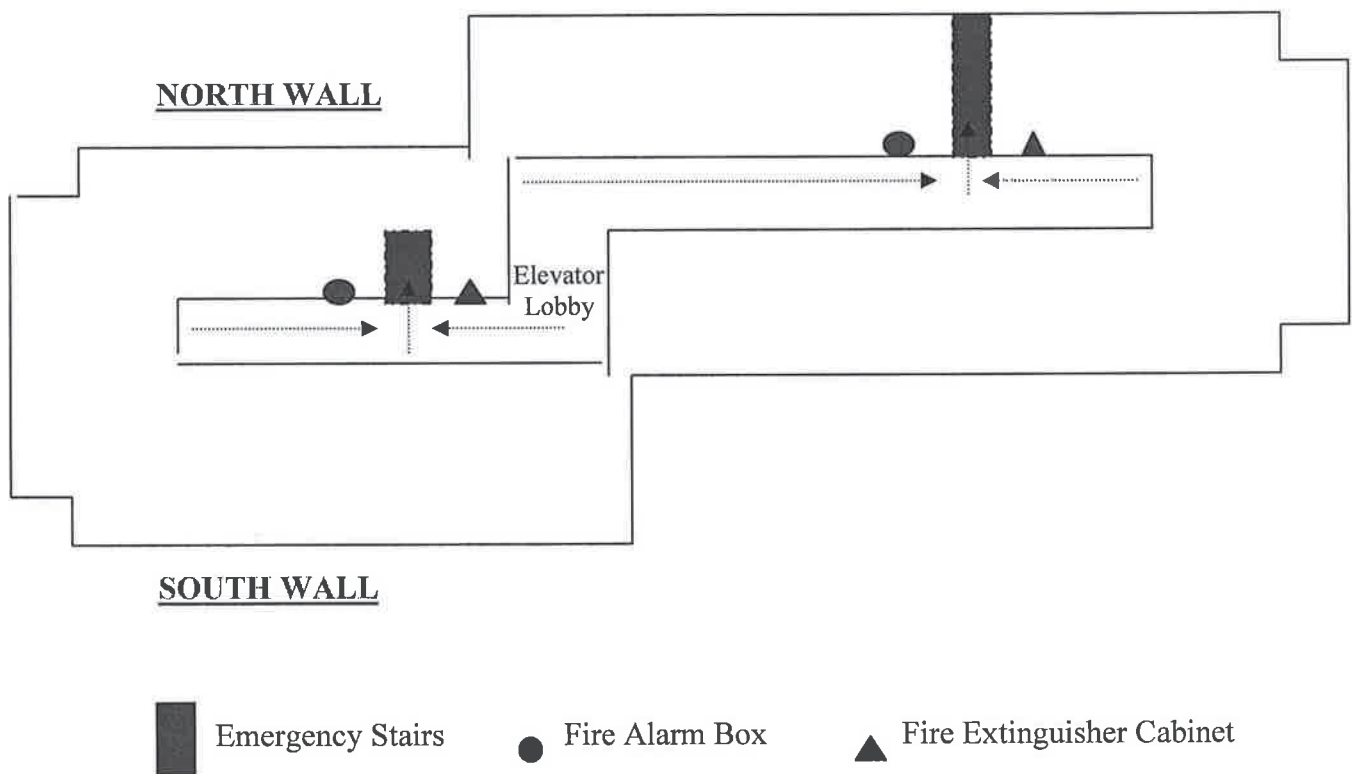
**POISON CONTROL  
1-800-922-1117**

**DOCKSIDE SECURITY  
843-577-0050 x1**



330 Concord Street, Charleston, S. C. 29401 Telephone (843) 577-0050

## IN CASE OF FIRE EVACUATION ROUTE - TOWER BUILDING



- USE NEAREST FIRE ALARM BOX AND CALL THE GATE AT 577-0050, EXT. 1.
- USE PROPER EQUIPMENT TO EXTINGUISH FIRE. DO NOT TAKE PERSONAL RISK IN THIS EFFORT.
- AT THE SOUND OF THE FIRE ALARM, ALL RESIDENTS MUST EXIT THE BUILDING USING EITHER OF THE TWO EMERGENCY STAIRWAYS.
- LEAVE THE BUILDING IMMEDIATELY AT PLAZA OR GROUND LEVEL. DO NOT BLOCK CORRIDORS OR EXIT DOORS. UNLESS OTHERWISE DIRECTED BY EMERGENCY RESPONSE PERSONNEL, RESIDENTS MAY TAKE SHELTER IN THE CLUBROOM OR SWIMMING POOL AREA.
- **IN CASE OF FIRE EMERGENCY, DO NOT USE ELEVATORS.**

# EMERGENCY SITUATIONS AND EVACUATION PROCEDURES

- Dockside's Board of Directors recommends Co-Owners and residents create an emergency situation committee with volunteers to aid in the safety of residents and property in the event of an emergency. Please remember - emergencies can happen anytime, day or night.
- Are you a Resident that will need assistance during an emergency?
  - ✓ If you cannot go down the stairs on your own to evacuate, or
  - ✓ If you have a sight or hearing impairment

Please contact the **Manager's** office and have your name put on our **Emergency Assistance List**.

- The City of Charleston has an emergency program in place to assist the elderly and/or handicapped in the event of an emergency. This program will help you get to a shelter or safe place during a storm. If you need to be put on this list, you should contact the President of the Gadsden Wharf Neighborhood Association ([sandytoes@bellsouth.net](mailto:sandytoes@bellsouth.net)).

## PURPOSE:

These instructions cover a number of emergency situations, including some which may require evacuation of the tower and the townhouses. Not all of the situations require the same response. In some cases only stairwells should be used, in other cases use of the elevators is permissible. In every case the recommendations herein have been checked and approved by the Police and Fire Departments. Please study the procedures carefully so that you will be prepared to respond in the proper manner should an emergency occur. **For general reference purposes, you may elect to review the Federal Emergency Management Agency website at [www.fema.gov/areyouready/](http://www.fema.gov/areyouready/) (A Guide to Citizen Preparedness).**

## SITUATIONS COVERED ARE:

- 1) BOMB THREATS
- 2) FIRE
  - TOWER
  - TOWNHOUSES or DOCK
  - OUTSIDE, IN THE COMMON AREA
- 3) HURRICANES
- 4) TOXIC FUMES FROM OUTSIDE SOURCES

## **BACKGROUND:**

In an attempt to be certain that everyone concerned will know what to do and how to react in the case of an emergency, the Board of Directors supports the development of plans for various emergencies that may arise. Foremost, these are intended primarily for your safety and security. This information should be reviewed by each resident carefully for an understanding of proper behaviors and actions during an emergency incident.

**First**, regardless of the situation remain calm. It is important that you are able to give information, and receive instructions clearly. Think and act prudently.

**Second**, we must always make an effort to be sure our immediate neighbors are aware of the situation. If you must evacuate your unit, alert your neighbor and inform them of the situation.

**Finally**, be prepared.

- ✓ Install smoke detectors - keep a replacement battery on hand.
- ✓ Put a fire extinguisher in your kitchen.
- ✓ Buy a flashlight with spare batteries and keep it in a handy location, (rechargeable flashlights that you plug into an electrical outlet are recommended).
- ✓ Learn your exit path to your assembly area of the property. Know your assigned assembly points so you will be safe and accounted for. (**NOTE: Assembly points are identified below.**)

## **ASSEMBLY POINTS FOR EVACUATION:**

It is important that the evacuation plan keep our emergency lanes clear. Authorities may need to access these areas. For this reason, the **lower floors** of the tower will assemble at the **rear parking lot**. The **upper floors**, where occupants will have to travel further, **will assemble closer to the building**.

Go to your assembly point for a roll call. **DO NOT GO** to the parking garage or into the drive. You may interfere with police, firemen or other emergency response personnel.

Locate your assembly point and see how long it takes you to get there. Become familiar with your best and safest route.

**TOWER FLOORS 2, 3, 4 & 5:** Assemble in the Calhoun Street corner of the parking lot.

**TOWER FLOORS 6, 7, 8 & 9:** Assemble in the recycling corner of the parking lot.

**TOWER FLOORS 10, 11, 12 & 14:** Assemble at the foot of the dock.

**TOWER FLOORS 15, 16, 17 & 18.** Assemble in the safest area on the plaza.



## **TOWNHOUSES:**

It is unlikely that the townhouses and the tower will be evacuated at the same time. Should the townhouses need evacuation, occupants are asked to go to the plaza or on the rear parking lot, depending on the circumstances.

## **EMERGENCY SITUATIONS**

### **1) BOMB THREATS:**

It is not unreasonable to expect a resident or an employee to receive a bomb threat sometime in the future.

#### **THE THREAT:**

Generally speaking, these calls are just threats, however, they have to be taken seriously. Should you receive such a call, there are certain things you can do to help others evaluate its validity. If possible, ask the caller the following questions.

- 
- When will the bomb go off?
- Who is the bomb meant for?
- Where is the bomb located?
- What is the bomb made of and how big is it?
- Ask the individual for proof that he was or is inside Dockside and where he was.

**Remember these questions may help locate the bomb.**

#### **CALL FOR HELP:**

Call the **Police at 9-1-1**. Then, call the **Security Guard** so he can alert those that might be in danger. Leave the danger area and make the call on a cell phone if possible.

#### **EVACUATION OF THE TOWER:**

A bomb in the tower is unlikely to be placed in a condominium. The most likely location would be in a common area. This should be the first place the Bomb Squad looks. If the bomb has been placed to injure a specific person or resident, it would probably be on the same floor or on the floor immediately below them. These areas should be evacuated.

The Guard will call occupants on the floor in question and surrounding floors first, asking them to leave the building. The other floor will be evacuated as needed by the proper authorities (Fire Department, Police Department, Bomb Squad or Management).

Traffic entering at the gate will be stopped and no one allowed entry until the situation has been cleared.

*We will follow this evacuation sequence to ensure a rapid exit of those that are in the most danger.*

## EVACUATION OF THE TOWNHOUSES:

Should the threat be to a townhouse, then the townhouses on either side will be evacuated and the garage area beneath cleared of all residents. Traffic entering at the gate will be stopped and no one allowed entry until the situation has been cleared.

## GROUP EVACUATION ASSEMBLY POINTS:

Please learn your evacuation assembly point. This is very important in evaluating an emergency situation. Your neighbors, authorities and management need to know that you have exited the building or area of danger.

## THE SEARCH:

A search will be made at this time by the authorities. You may be asked to help by answering questions or giving directions. Please cooperate and report anything that you saw, heard, or thought was suspicious.

*We must wait for the proper authorities to give us the ("all is clear") to return to the building.*

## 2) FIRE:

### TOWER

#### ➤ APARTMENTS:

- **Activate a Fire Alarm 'pull' station** (there are two located on each floor).
- **Call 9-1-1** and the **Security Guard** to report the location of the fire.
- If the fire is **small**, attempt to put it out with a fire extinguisher.
- If the fire is **large, don't attempt to put it out.** You need to evacuate the building!
- **As you are leaving remember to:**
  - Get your flashlight,
  - A blanket or coat to cover yourself if needed.
  - Turn off the heat or air conditioner.
  - Close the windows and doors as you leave.
  - Alert your neighbors on your way out.
- **Once you have closed the door on a fire, never reopen it.** Always check doors for heat before opening them. Do this by placing your hand on the door. If hot to the touch, do not attempt to open the door. A hot door is a danger sign that there is fire on the other side and you should find another exit.
- Use the stairs. **Do Not use the Elevators.** They could become filled with smoke or lose power during operation.
- Once outside, go immediately to your assembly point. Remember it is important for us to do a roll call to account for all residents.

➤ **CORRIDORS:**

- If you discover a fire in a common area, **Activate a Fire Alarm ‘pull’ station.**
- **Call 9-1-1** and the **Security Guard** to report the location of the fire.
- If the fire is **small**, attempt to put it out with a fire extinguisher.
- If the fire is **large, don’t attempt to put it out.** You need to evacuate the building!
- Alert your neighbors on your way out.
- **Once you have closed the door on a fire never reopen it.** Always check doors for heat before opening them. Do this by placing your hand on the door. If hot to the touch, do not attempt to open the door. A hot door is a danger sign that there is fire on the other side and you should find another exit.
- Use the stairs. **Do Not use the Elevators.** They could become filled with smoke or lose power during operation.
- Once outside go immediately to your assembly point. Remember it is important for us to do a roll call to account for all residents.

➤ **RECEIVING A FIRE EVACUATION CALL:**

*At anytime you are advised to evacuate by management, security guard, police or fireman, PLEASE DO AS THEY INSTRUCT.*

- **Trip the main breaker in your electrical panel.**
- **As you are leaving remember to:**
  - ❑ Get your flashlight,
  - ❑ A blanket or coat to cover yourself, if needed.
  - ❑ Turn off the heat or air conditioner
  - ❑ Close windows and doors.
  - ❑ Alert your neighbors.
  - ❑ If available, take a cell phone with you.
- **Call if you need assistance.** Call immediately.
- **Once you have closed the door on a fire, never reopen it.** Always check doors for heat before opening them. Do this by placing your hand on the door. If hot to the touch, do not attempt to open the door. A hot door is a danger sign that there is fire on the other side and you should find another exit.
- Use the stairs. **Do not use the Elevators.** They could become filled with smoke or lose power during operation.
- Once outside go immediately to your assembly point. Remember it is important for us to do a roll call to account for all residents.

## ➤ **UNABLE TO LEAVE APARTMENT**

If you are unable to leave your apartment any reason, the following steps should be taken:

- Tie a white or light colored cloth on your balcony rail as a flag to alert and notify emergency response personnel.
- Close your windows and doors.
- Block the bottom of your doors with wet towels.
- **Do not go to the roof** unless advised to do so or you have no other choice. Rescue personnel would have to land on the rooftop and airlift you from the building.
- If available, keep a cell phone close by.
- Once outside, go immediately to your assembly point. Remember it is important for us to do a roll call to account for all residents.

**If you must leave someone behind, tie a white or light colored cloth on your balcony rail as a flag to alert and notify emergency response personnel.**

In all cases of fire within the Tower, don't use the elevators. The Fire Dept. may require the use of the elevators to evacuate those who cannot use the stairs.

## **TOWNHOUSES OR DOCK:**

- **Call 9-1-1** and the **Security Guard** to report the location of the fire.
- If the fire is **small**, attempt to put it out with a fire extinguisher.
- If the fire is **large**, **don't attempt to put it out**. You need to evacuate the building!
- Confine the fire by closing the windows and doors.
- Remove yourself from danger, but stay close at hand to direct emergency response personnel.
- **Alert your** townhouse or boat neighbors so that they can take measures to safeguard themselves and their property.

## **FIRES OUTSIDE, IN THE COMMON AREA:**

If you discover a fire outside, in the common area:

- **Call 9-1-1** and the **Security Guard** to report the location of the fire.
- Remove yourself from danger, but stay close at hand to **direct** the emergency response personnel.

### 3) HURRICANES:

During peak hurricane season, from August 15 through October 15, in the event the resident is absent for seven or more consecutive days, an Apartment's hurricane/storm shutters must be closed.

The best way to assure your safety in the event of a hurricane is to be supportive of one another.

At the first warning that a hurricane is possibly headed this way, tower residents must:

- ◆ Close their hurricane shutters.
- ◆ If a resident is unable to operate their shutters or is not present, the Dockside staff will arrange for a private contractor to close shutters and the Co-Owner will be billed for that cost.
- ◆ *This is one of the many reasons that the office should know when you are out of town and must have a key for your apartment.*

**Hurricane Watch:** this means that a hurricane has developed and its movement is in our direction. At this stage, the hurricane is usually several hundred miles away.

**Hurricane Warning:** this means that there is a high probability that the hurricane will make landfall in Charleston.

**Voluntary Evacuation:** this means that the local or state government suggests that the residents should leave and travel inland for safety.

**Mandatory Evacuation:** this means the local or state government requires citizens to vacate their residences and travel inland for safety.

**Evacuation Routes:** the local or state government will map out the best roads for you to take from your location.

#### IF YOU CHOOSE TO LEAVE:

- Acquire cash as banks may be closed and ATM's may not be working.
- Relocate any vehicles that you will leave behind onto the second level, or higher, of a parking garage.
- Turn off any unneeded electrical breakers in your apartment.
- Close your hurricane shutters.
- Secure or place indoors any patio, deck or balcony furniture and planters that can be relocated.
- Clean and then fill your bathtubs with water. Upon your return this water may be needed for drinking, bathing, cleaning and flushing the commodes. Remember that if the power is out the tower apartments will not receive water.
- Please make sure the office has a key to your apartment and a phone number where you can be reached.

## **IF YOU CHOOSE TO STAY:**

- Acquire cash as banks may be closed and ATM's may not be working.
- Relocate any vehicles that you will leave behind onto the second level, or higher, of a parking garage.
- Secure or place indoors any patio, deck or balcony furniture and planters that can be relocated.
- Place towels around the base of your windows and exterior doors so wind driven rain will not enter.
- Close and secure your hurricane shutters.
- **DO NOT OPEN YOUR SLIDING GLASS DOORS UNTIL THE STORM IS OVER.**
- Clean and then fill your bathtubs with water so that you will have water for bathing, drinking and flushing the commode in the event the power goes off. If there is no power the tower will not receive water.
- You will need to stock up on personal hygiene products. Remember that the stores may be closed for days after a large disaster.
- Make certain you have batteries for flashlights, lanterns, portable radios and/or TV's, and cell phone. Acquire an extra battery for the cell phone and charge them both.
- You will need on hand food that does not need to be cooked, heated or refrigerated. A hand operated can opener will be needed. Remember that you will most likely be without power.
- A cooler with ice would be helpful.

## **If you plan on remaining at Dockside during a hurricane there are several things that you need to know:**

- Remember the city will probably be under an evacuation order, and the staff will not be available to assist you until the order is lifted.
- Do not go to the first floor of the tower or the garage during the hurricane. This area is in a flood zone.
- Go to the inside fire escape. This is a reinforced portion of the building with interior emergency lighting.
- In the event of power failure, the emergency generator will come on. It will service one elevator, lights in part of the parking garage, fire escapes, and elevator corridors.

#### **4) TOXIC FUMES FROM OUTSIDE:**

There is always the possibility that the building and its inhabitants will be exposed to toxic fumes. This could be smoke from a large fire such as a ship, truck or containers, etc. Vapors and fumes may occur from an exposed cargo or truck accident, an overturned railcar, or other similar accidents. In any case, there is the possibility that fumes or smoke might envelop the tower and townhouses.

##### **If you are exposed to toxic fumes -**

- Call the Security Guard and report the conditions.
- Turn off your air conditioning or heat to reduce the amount of contaminants drawn into your living space.
- Close your doors and windows.
- Remain where you are if you can. If you cannot remain because of the situation, then go to the first floor of the tower and remain there for further instructions.
- Listen to local radio and/or TV reports to understand the nature of the adverse condition(s) and their anticipated duration.

##### **TOWNHOUSES:**

If the fumes and smoke are more concentrated outside than within your townhouse, it might be best to remain in your home rather than risk going outdoors to travel to the lobby. Advise the Guard or office if you intend to remain in your home.





**APPLICATION FOR RESERVATION OF CLUB ROOM**

APPLICATION SUBMISSION DATE: \_\_\_\_\_

HOST/HOSTESS (Responsible Resident): \_\_\_\_\_

TYPE/DESCRIPTION OF GATHERING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GATHERING: Date: \_\_\_\_\_  
Time: From \_\_\_\_\_ To \_\_\_\_\_  
Number of Guests: \_\_\_\_\_

SPECIAL REQUESTS: \_\_\_\_\_  
\_\_\_\_\_

KITCHEN KEY ISSUED:    Yes    No (circle one)    Date Issued: \_\_\_\_\_

\$150.00 SECURITY DEPOSIT: Date Submitted: \_\_\_\_\_

I, THE UNDERSIGNED, AGREE TO COMPLY WITH DOCKSIDE'S RULES AND REGULATIONS FOR CLUB ROOM USE (PRINTED ON REVERSE SIDE), AND TO BE RESPONSIBLE FOR ANY DAMAGES AND/OR CLEANUP RESULTING FROM CLUB ROOM USE.

\_\_\_\_\_  
Host/Hostess (Resident) Signature      Date      Apt. No.

\_\_\_\_\_  
Approval Signature      Date

## DOCKSIDE RULES & REGULATIONS – SECTION VIII, Subsection A

### A. CLUB ROOM AND CLUB ROOM DECK

1. The Club Room, which includes the Club Room Deck, provides residents with an area for social entertaining and meetings. The Club Room may not be reserved for private use during certain holidays and special events as determined by the Board. People wishing to reserve the Club Room must complete and comply with Appendix 10. The Board reserves the right to approve or deny any such application.
2. If approved by the Board, groups consisting entirely of residents may use the Club Room on a scheduled recurring basis, provided a resident assumes responsibility for the conduct of the gathering and the protection of Dockside property, and all residents are invited. No security deposit is required for such use.
3. Private gatherings are those with an exclusive list of invited guests from Dockside or elsewhere. Applications (Appendix 10) for private gatherings must be made through Management at least 72 hours in advance of the reservation date.

For private gatherings, a \$150.00 security deposit must be submitted along with Appendix 10. An inspection of the premises will be made by a Board Member or Management both before and after the gathering. The \$150.00 security deposit will not be refunded if there is any damage or additional cleanup is needed. If damages or additional cleanup exceed \$150.00, the resident will be responsible for those costs.

4. The host/hostess of any private gathering must be a resident over 21 years of age. The host/hostess must be in the Club Room area at all times. The host/hostess must submit a written guest list and instructions to Security no later than two hours before the private gathering. All guests must enter and leave only through the Concord Street entrance unless arriving by boat.
5. All private gatherings having non-resident guests are limited to 100 total attendees.
6. No furniture in the Club Room may be rearranged without prior approval by Management. Furniture within the pool enclosure may not be moved to the Club Room or any other area.
7. Decorations are permitted on the day prior to the gathering if there is no conflict in scheduling.
8. The door to the Club Room kitchen will be kept locked – the key to enable access to the kitchen may be obtained from Management or Security.
9. The sound level of televisions, stereos, musical instruments, talking, pets, etc., must be kept at a level at all times so as not to disturb other residents.
10. Music must end and guests must leave the Club Room no later than 11:30 p.m.
11. The Club Room must be cleaned up after use and returned to the same condition it was in before the private gathering by 9:00 a.m. the following morning.
12. Pets are prohibited from the Club Room.



THE FOLLOWING IDENTIFIES WHAT CHARLESTON COUNTY DEFINES AS  
**RECYCLABLE ITEMS**

**PLASTICS #1 - #7** (See Bottom of Container for number)

**ALUMINUM CANS & BAKING PANS**

**STEEL CANS & EMPTY AEROSOL CANS** (Labels Are OK)

**GLASS BOTTLES OR JARS**

***NOTE: Please Rinse Out All Containers. Lids can stay on.***

**PAPER** (Please Separate All Paper Items, Remove Plastic Bags, and Flatten and Place in a Paper Bag or Separate Bin)

Office Paper

Junk Mail

Magazines

Newspaper

Paperboard (Packaging Containers)

**CARDBOARD** (Place Flattened Cardboard, Up to Three Feet, Between or Under Recycling Bin – Larger Boxes or Pieces Should Be Taken to the Maintenance Pump Room)

Charleston County also accepts motor oil, cooking oil, electronics, household hazardous materials (such as paint and toxic cleaners), compact fluorescent light bulbs and tubes, and batteries for recycling at drop-off sites located throughout the County. Visit [recycle.charlestoncounty.org](http://recycle.charlestoncounty.org) and click on 'Recycling Convenience Centers and Dropsite Locations' for a list of drop-off locations. Check the Web site as well for a complete list of household hazardous materials and electronics. Just click on 'What Can Be Recycled'.



**ITEMS THAT ARE NOT ACCEPTED**  
**BY CHARLESTON COUNTY RECYCLING:**



..CLOTHES HANGERS

..STYROFOAM EGG CARTONS

..ALUMINUM FOIL

..PLASTIC BAGS (Take to Grocery Stores)

..STYROFOAM PRODUCTS