

One Tryon Place Association, Inc.

Rules and Regulations

Last Amended: 06/27/26

Purpose and Authority. These Rules and Regulations are adopted pursuant to the Declaration Creating Unit Ownership and Establishing Restrictions, Covenants and Conditions for One Tryon Place ("Declaration") and are intended to govern the use of the property and promote the safety, appearance, and peaceful enjoyment of the community. Bk. 179, Pg. 2061 of the Polk County Registry; Section 10, Bk. 179/Pg. 2082. All residents, including owners, tenants, and guests, shall comply with these Rules and Regulations, as well as all applicable provisions of the governing documents. Failure to comply may result in enforcement action, including notices, fines, or other remedies as permitted by the Association.

- a. Use of Units.** Units shall be used only for single family residential use, and shall be occupied only by a single family, domestic employees and guests. Declaration - Article IV, Section 1. Bk. 179/ Pg. 2074. No business activities shall be conducted on any portion of the property, though private offices may be maintained so long as such use is incidental to the primary residential use of the unit and is approved by the Board of Directors. Declaration, Article IV, Section 3. Bk. 179/Pg. 2074.

- a. Leasing and Use Restrictions.** All rental units shall require a minimum lease term of one (1) year. A copy of the lease shall be

submitted to the Board of Directors prior to occupancy. Owners who lease their units shall maintain liability insurance covering the leased unit in an amount not less than \$300,000. Tenants shall maintain renters insurance throughout the lease term. Prior to occupancy, the owner shall provide written certification to the Association that the tenant has obtained and maintains renters insurance coverage. Subleasing or assignment of a lease is prohibited without prior written approval of the Board of Directors. All tenants, occupants, guests, and invitees shall comply with the Declaration, Bylaws, and Rules and Regulations of the Association. Owners shall provide tenants with copies of the governing documents and shall be responsible for ensuring tenant compliance.

- Units shall not be used for hotel, transient, or short-term rental purposes. No immoral, improper, or offensive use shall be made of any unit or the condominium property. Each owner shall comply with all applicable city, state, and federal laws, regulations, and ordinances affecting their unit. Declaration, Article VI, Section 10, Bk. 179/Pg. 2082. For the purposes of this section, a short-term rental shall be defined as a rental of less than one year at its onset booked through a platform such as Vrbo, Airbnb, etc.
- Parking and Motor Vehicles.** No motor vehicles other than private passenger vehicles may be stored in or upon the Common Areas and Facilities unless that portion is designated by the Board for storage of such vehicles. Currently the Board has not designated any such areas. Declaration, Article IV, Section 5. Bk. 179/Pg. 2074. Parking areas not customarily used by a specific unit are intended for short-term use by guests and visitors and shall not be used by residents for regular or long-term parking. Driveways, carports, and all common areas shall remain clear and unobstructed at all times.

Common parking areas and driveways shall be used for access and transit only, unless otherwise designated for parking. Vehicles shall not block driveways, fire lanes, or access areas at any time. Declaration, Article VI, Section 10, Bk. 179/Pg. 2082.

Inoperable vehicles shall not be parked or stored on the property.

Vehicles with expired registrations or license plates shall not be permitted.

Commercial vehicles, equipment, or vehicles displaying business advertising shall not be parked on the property unless approved by the Board.

Trailers, boats, and recreational vehicles shall not be stored on the property, including in parking areas.

Construction vehicles shall not be permitted to park on the property without prior approval from the Board. Declaration, Article VI, Section 10, Bk. 179/Pg. 2082.

The Association reserves the right to tow unauthorized or improperly parked vehicles at the owner's expense. Declaration, Article VI, Section 10, Bk. 179/Pg. 2082.

- Exterior Storage and Cleanliness.** Common Areas and Facilities shall not be used for temporary or permanent storage of supplies, personal property, recyclables, trash, or refuse of any kind (except in trash receptacles), nor shall they be used for drying or airing of clothing, rugs, or other fabrics. Entrances, sidewalks, yards, driveways, parking areas, and stairways shall not be obstructed in any way. Declaration, Article IV, Section 7. Bk. 179/Pg. 2075. Trash containers shall be kept neat and, when possible, out of sight. Declaration, Article IV, Section 10, Bk. 179/Pg. 2082.

- Children and Common Areas.** Children shall be supervised at all times while in common areas. Children shall respect the limited common areas assigned to units. Children shall not play in areas intended for access or transit, including driveways and parking areas. Declaration, Article VI, Section 10, Bk. 179/Pg. 2082.

- Noise and Disturbances.** Unit owners or their guests may not conduct noxious or offensive activities in any unit, nor may anything be done in the unit, parking lot or other common areas

which may be or may become an annoyance or nuisance or shall interfere with the peaceful possession of property by unit owners. Excessive noise constitutes a "noxious or offensive activity" for the purposes of this section. Residents shall avoid excessive noise that may disturb other residents at all times, with special care to avoid excessive noise between 9:00 p.m. and 9:00 a.m. Contracted labor and services shall be permitted only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Declaration, Article IV, Section 11 Bk. 179/Pg. 2076.

- a. Smoking.** Smoking, including the use of cigarettes, cigars, pipes, electronic cigarettes, vaping devices, marijuana, and similar products, is prohibited in all common elements and common areas of the condominium property. Owners are responsible for ensuring that their tenants, guests, and invitees comply with this rule.

- a. Pets.** No animal shall be kept on the Condominium Property except small, household pets.
 - a. No pets are permissible for any commercial purpose.
 - b. No more than two animals shall be allowed per unit without prior approval from the Board.
 - c. No large, savage, exotic, or illegal animal is permitted on the Condominium Property.
 - d. Pets shall be cared for and restrained sufficient to prevent them from being or becoming offensive or obnoxious on account of noise, odor, unsanitary conditions, or other nuisance.
 - e. Generally, pets under 25 pounds in weight shall be deemed "small".
 - f. Dogs shall be kept under control and on a leash at all times and shall not be permitted to run loose.
 - g. Cats shall not be allowed to roam free on the condominium property.
 - h. Persons who walk pets are responsible for immediately cleaning up after their animals in both common areas and limited common areas (patios and balconies), and discarding securely bagged pet droppings in owner's garbage receptacles. Cat litter may not be disposed of in toilets.
- i. Pet owners are responsible for any damage to the common elements caused by their pets.
- j. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:
 - i. Personal injury or property damage caused by unruly behavior.
 - ii. Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for 1/2 hour or more to the disturbance of any person at any time of day or night.
 - iii. Pets in common areas or limited common areas (patios or balconies) who are not under complete control of a responsible human companion. (Regardless of whether or not said pets are on a leash.)
 - iv. Animals who exhibit aggressive or vicious behavior.
 - v. Pets who are conspicuously unclean or parasite-infested.
- k. Notwithstanding any other provision herein, people with visual, hearing, and physical disabilities may keep certified guide dogs, signal dogs or service dogs, respectively, in their units. Further, nothing herein shall hinder full access to units and common areas by persons with disabilities.
- l. Feeding, caring for, or otherwise aiding stray animals is prohibited. Injured or stray animals shall be reported to the Polk County Animal Control.
- m. Owners are responsible for visiting pets, who are subject to the same restrictions as resident pets.
- n. Pet owners shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pet(s)

Declaration - Article IV, Section 8. Bk. 179/Pg. 2075; Article IV, Section 11 Bk. 179/Pg. 2076; Section 10, Bk. 179/Pg. 2082.

- Signs.** No signs or other advertising may be displayed visibly from the exterior of any unit or on the Common Areas and Facilities, including "For Sale" signs without prior approval from the Board of Directors.

A temporary sign permit shall be submitted and approved prior to placement. Declaration, Article IV, Section 6. Bk. 179/Pg. 2074; Article VI, Section 10, Bk. 179/Pg. 2082.

No political sign, as defined in N.C. Gen. Stat. § 47F-3-121, may be displayed prior to 45 days before the day of election to which the sign seeks to influence and no more than 7 days after the applicable election day. No more than one political sign may be displayed on a members' property, with the maximum dimensions of 24 inches by 24 inches. N.C. Gen. Stat. § 47F-3-121; Article VI, Section 10, Bk. 179/Pg. 2082.

- Sales and Moving Events.** Moving or estate sales may be conducted only with prior approval from the Board of Directors. Sales shall take place within the unit and the immediate area in front of the unit.

Sales shall not exceed two (2) days and shall occur only between the hours of 9:00 a.m. and 5:00 p.m. Residents shall ensure that attendees do not block driveways, carports, or common areas, except temporarily for pickup of purchases. Declaration, Article VI, Section 10, Bk. 179/Pg. 2082.

- Unit Modifications, Installations and Renovations.** Board approval is required for any installation affecting the exterior of a building, including but not limited to electrical and computer lines, satellite dishes, antennas, or air conditioning units. Residents shall not install or maintain solar panels on any unit, roof, or common area. Residents shall be responsible for the maintenance and upkeep of any approved additions or modifications made to their unit, including but not limited to screened porches. The current owner, and all future owners of the

unit, shall assume ongoing responsibility for such additions, including maintenance, repairs, and interior painting.

Residents shall notify the Association prior to performing significant interior renovations or alterations. All work shall comply with the approved hours for contracted labor and shall not create excessive noise, disturbance, or inconvenience to other residents, including but not limited to utility interruptions such as water shutoffs. Residents shall ensure that contractors do not damage common areas. Any damage caused shall be the responsibility of the unit owner. Prior to the start of work, residents shall provide proof that all contractors maintain appropriate liability insurance and workers' compensation coverage.

Only the approved paint colors on file with the Association shall be used on the exterior of the buildings and exterior doors. Approved colors are available through Spectrum Paint in Landrum, though owners may submit a proposed color from another supplier to the Board to determine if it complies with this provision.

- Maintenance and Liability.** Residents shall not permit any condition within their unit that would increase the insurance rates for the condominium as a whole. Each owner shall be responsible for maintaining and repairing their unit in a manner that does not negatively affect common areas or other units. Owners shall be responsible for any damage to common areas caused by themselves, their guests, tenants, or contractors. Any damage or liability resulting from an owner's failure to maintain their unit shall be the responsibility of that owner. Declaration, Article VI, Section 10, Bk. 179/Pg. 2082.

- Landscaping, Planting and Exterior Decorations.**

- Landscaping and Planting. Residents shall not plant or install any landscaping in common areas without prior written approval from the Association. Any approved plantings

shall be installed at the owner's expense. The owner shall be responsible for the ongoing care, maintenance, and watering of such plantings. Plantings that are invasive, require excessive maintenance, or are otherwise unsuitable for the property shall not be approved. The Association reserves the right to require removal of any unapproved or improperly maintained plantings.

- b. Flags. Residents shall display only the United States flag or North Carolina Flag, with Board approval for placement. Flags shall not exceed 4 feet by 6 feet in size. Flags representing organizations, lodges, or other affiliations are not permitted. N.C. Gen. Stat. § 47F-3-121.
- c. Wind Chimes. Wind chimes or similar items shall not create excessive or continuous noise that may disturb other residents. The Association may require removal of such items if they are determined to be a nuisance. Declaration, Article VI, Section 10, Bk. 179/Pg. 2082.

- Lawful Use.** No immoral, improper or unlawful use shall be made of any Condominium Property, subject to all valid laws, zoning ordinances or regulations of governmental bodies with jurisdiction thereof. Declaration - Article IV, Section 12. Bk. 179/Pg. 2076.

- Violations.** If a violation occurs, the following enforcement may apply:

- a. A written notice shall be issued for the first violation. Upon notice, the Board shall schedule a hearing with notice to the Owner of the hearing on the violation at its next regular or special meeting. Owners and the Board will be permitted to be heard and offer evidence regarding the alleged violation.
- b. If the Board finds a violation at the hearing, on the sixth day following the determination and each day after the continuing violation, a fine of up to \$100 may be assessed for each day of violation. Fines shall continue to accrue

until the violation is resolved.

- c. Pursuant to the Declaration, various rights of members may be suspended if violations are not corrected. The Board reserves the right to pursue all available remedies to collect fines not outlined herein.
- d. Fines not paid shall be assessed as a lien under N.C. Gen. Stat. § 47F-3-116.

Declaration, Article VI, Section 10, Bk. 179/Pg. 2082; N.C. Gen. Stat. § 47C-3-107.1