

EXHIBIT D - RULES AND REGULATIONS

a) GENERAL ISSUES

- i. The Building and each of the Units shall be used for residential purposes or may be used for limited business purposes provided that the business conducted within the Unit does not result in increased pedestrian or vehicular traffic or excessive commercial deliveries beyond that of normal residential use. The use of the Building and Units are further restricted by the Bylaws of the Association.
- ii. No more than two persons over the age of eighteen unrelated by blood or marriage shall reside in any single Unit for more than thirty consecutive days in any one calendar year. No room(s) within a Unit may be rented nor shall any transient tenants be accommodated.
- iii. No noxious or offensive activity shall be conducted upon any Unit nor shall anything be done thereon which may be or may become an annoyance or nuisance or shall interfere with the peaceful possession of property by Unit Owners.
- iv. A move fee to cover the cost of wear and tear and damages to the Building, including but not limited to elevators, exterior lighting, landscape, common walkways, stairwells, and parking lots occasioned by moves from and to a Unit upon the transfer or lease thereof will be payable upon each move. A fee of \$300 shall be payable to the Association by the Unit Owner for each party moving either in or out as a result of such transfer or lease.
- v. A Unit Owner must notify the Board (or any management company engaged by the Board from time to time):
 1. When the transfer of ownership of his/her Unit has occurred,
 2. Of the name of the new Unit Owner
 3. Of the date on which ownership is transferred, and
 4. Such notice shall be accompanied by payment of the move fees set forth above with respect to such transfer
- vi. All occupants, Owners, tenants, their families, and guests are subject to and responsible for abiding by all Rules and Regulations for Fairview Row at Five Points.

b) LEASING OF A UNIT

- i. A Unit may be leased as a single family residence and for that purpose only

- ii. Any Unit Owner who plans to lease a Unit must notify the Board of the name of the lessee and the effective date of occupancy at least ten (10) days prior to occupancy, and such notice shall be accompanied by payment of the move fees set forth above.
- iii. Each lease shall be in writing on forms approved by the Board and a copy of the finalized lease agreement shall be filed with the Board.
- iv. A copy of these Rules and Regulations shall be furnished to the lessee by the Board upon notification by the Unit Owner of the lessee's name and effective date of occupancy.
- v. No Unit Owner shall lease a Unit for less than a six (6) month term.
- vi. Violations of the Rules and Regulations as set forth in this Declaration by any tenant(s), their families, or guests will result in enforcement action against the owner(s) of the Unit.

c) PARKING AREAS

- i. Parking at Fairview Row at Five Points is restricted to passenger automobiles, sport utility vehicles, motorcycles, vans and 2 ton or less pick-up trucks no greater in area than a full size passenger vehicle.
- ii. Parking of vehicles such as, but not limited to, jet skis, trailers, motor homes, and boats is prohibited.
- iii. No washing or waxing of vehicles is allowed within Fairview Row at Five Points except for servicing the vehicle(s) of a Unit Owner or tenant.
- iv. Storage of items of any kind and for any duration is not allowed in any parking area, reserved or common.
- v. There shall be no parking of vehicles in any areas, including but not limited to, the entry driveways to Fairview Row at Five Points, that are not designated as a parking space. Unit owners and occupants are responsible for ensuring that all guests, visitors, and service personnel abide by this rule.
- vi. Trucks weighing 2 tons or more are not allowed to park at Fairview Row at Five Points. Moving vans and service vehicles may park on a day-by-day basis.

- vii. Unlicensed vehicles, vehicles considered not “road worthy” (e.g. inoperable, flat tire, etc.) or vehicles parked illegally in “handicapped” or “no parking” areas should be reported to the Board. Vehicles parked in reserved or handicapped spaces will be towed immediately at the vehicle owner’s expense. Others will be tagged and given a three (3) day notice before being towed.
 - viii. Vehicles leaking oil or other unsightly or hazardous fluids must be removed and repaired off site.
- d) **COMMON ELEMENTS:** The Common Elements and facilities shall be used only for the purposes for which they are intended and the furnishing of services for the enjoyment of the Units. Nothing shall be altered, constructed in or removed from Common Elements and facilities without prior written consent of the Board.
- i. No Common Element shall be used for personal storage. Storage of items of any kind and for any duration is not allowed in any common or reserved parking area.
 - ii. No storage area shall contain flammable, corrosive, or toxic materials. No food, seed, or any like materials that attract rodents or pests are allowed in storage areas.
 - iii. No storage is allowed in areas outside the confines of a storage unit, including the hallways serving storage compartments, stairwells, or Common Elements; provided, however, that the Board of Directors may designate one or more areas for wood storage in connection with any wood-burning fireplaces in a Unit.
- e) **GENERAL APPEARANCE**
- i. No outside radio or television antennas, including satellite dishes or receivers, shall be erected on any Unit unless and until permission for the same has been granted by the Association.
 - ii. No signs shall be displayed from any Unit, Building or Common Elements, except for those that are part of the signage system for the Fairview Row at Five Points community, such as entrance, building, or street signs. In accordance with North Carolina General Statute Section 47C-3-121, “For Sale/Rent” signs and political signs (signs attempting to influence the outcome of an election) are allowed, but not in any Common Elements. Such signs may be placed in no more than 2 windows of a private Unit at any one time. Each such sign shall not exceed a size of 24 inches by 24 inches. Political signs may be displayed no sooner than 45 days prior to an election and must be removed no later than 7 days after the election is decided.

- iii. No flags or banners shall be flown on or from any Common Elements or facility or any porch or patio of any Unit, except the United States and State of North Carolina flag, as allowed by North Carolina General Statute Section 47C-3-121. Nor shall windsocks or chimes be affixed to porches, patios, or any Common Elements.
- iv. All window coverings (i.e., curtains, blinds, draperies, shades, etc.) shall be installed and maintained in accordance with provisions of the Association.
- v. Outdoor wall lights in Common Elements, decks, doorways, or stairwells may not be disconnected, nor may any light bulbs be temporarily removed or unscrewed to reduce safety lighting in such areas.
- vi. At no time shall any trash, trash bags, or recyclable materials be left in the hallways, doorways, or balconies outside a Unit. No trash, trash bags, or recyclable materials may be stored outside a Unit, on a deck, in a walkway, in any Common Elements, or on any private porches or patios.
- vii. No rugs, clothing, towels, or other household linens shall be draped over any open porch, patio railing or wall of any Unit regardless of the length of time. No clotheslines shall be visible on any open porch or patio in any Unit, regardless of length of time.
- viii. All exterior door surfaces, window frames, panes, and screens on each Unit shall be of uniform style and color consistent with the exterior door surfaces, window frames, panes and screens for all units. Any variance from the foregoing in the form of storm windows and screens is allowable only in style and material approved by the Board.
- ix. Per local Fire Codes and in order to accommodate emergency personnel, no items, including but not limited to, potted plants, furniture, decorative objects, bicycles, baby strollers, or boxes are permitted in or near stairways and elevators or along common passageways, and in no event shall any obstruction be permitted in any stairway or passageway which would impair maintenance of a 36 inch wide footpath through such area.
- x. Owners and residents may make use of fire extinguishers mounted in Common Elements, but they must notify the Board and nearby residents immediately afterward. Unauthorized use of fire extinguishers or tampering with extinguishers in Common Elements is strictly prohibited.
- xi. No major alterations of a Unit shall be undertaken without the approval of the Board of Directors, and its authorized architect. Major alterations include, but are not limited to, the enclosure of porches, changes in the configuration of walls, plumbing, wiring, ventilation system, or anything that may violate

structural or esthetic integrity or create a potential hazard. Failure to gain the necessary approvals of the Board can result in additional modifications or restoration of the Unit to its original condition---all at the Owner's expense.

- xii. No residents shall plant flowers, shrubs, or trees or erect ornamental objects or signs without the written approval of the Board.
- xiii. No potted plants/hanging baskets may be located in /along passageways/stairs. Plants in hanging baskets shall be limited to two (2) baskets per opening in any open porch or patio in any Unit.
- xiv. No trash shall be placed on the ground around the household trash collection area. At no time shall any trash, trash bags, or recyclable materials be left in the hallways, doorways, porches or balconies outside a Unit. No trash, trash bags, or recyclable materials may be stored outside a Unit, in a walkway, in any Common Element, or on any private porch or balcony.

f) PETS

- i. No animals, livestock or poultry of any kind shall be kept or maintained in any Unit except that dogs, cats or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes, and provided that in no event shall more than two (2) pets be kept in any one Unit.
- ii. Household pets must be of a domestic variety. No exotic animals are allowed.
- iii. All household pets shall be kept on a leash at all times when outside the Units as set forth in the Wake County leash law. No animal may be leashed to any stationary object in Common Elements.
- iv. The Board shall have the authority to prohibit the keeping of pets by Unit Owners or occupants in the event the Board determines that a recurring problem has occurred with a pet.
- v. Any person owning, or in charge of, any animal at Fairview Row at Five Points shall remove all feces deposited by such animal as set forth in the Raleigh City Code, Section 12-3011.
- vi. All rules concerning the retention of pets by residents of Fairview Row at Five Points apply fully to the pets of guests or visitors of residents.
- vii. There shall be no feeding or housing of birds, squirrels, or any other non-domesticated or stray domesticated animals at Fairview Row at Five Points.

g) SAFETY

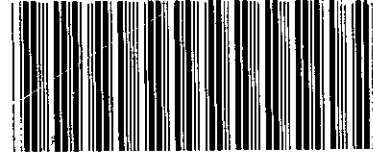
- i. Nothing shall be done or kept in any Unit, storage area, parking lot or Common Element that creates a potential hazard, that could increase premiums or cause the cancellation of the Condominium's insurance or that constitutes a violation of the law.
- ii. No smoking is allowed in any Unit or any Building Common Element within Fairview Row at Five Points, including the elevators, patios, terraces and balconies.
- iii. The discharge of fireworks or the carrying or discharge of firearms is prohibited.
- iv. Each Unit must be equipped with and maintain a fire extinguisher and smoke alarm approved by Underwriters Laboratory.
- v. No alterations to the electrical wiring shall be done except by a licensed electrician.

h) PERSONAL CONDUCT AND CONSIDERATION OF OTHERS

- i. Consistent with the City of Raleigh's Noise Ordinance, found in the Raleigh City Code, Section 12, residents and their guests must minimize noise between the hours of 11:00 p.m. and 7:00 a.m. City Police will respond to calls regarding noise ordinance violations.
- ii. Noisy construction, maintenance, and all commercial activities must be confined to the hours of 7:30 a.m. to 5:30 p.m. on weekdays, with the exception of emergency repairs or deliveries. All Owners engaging in remodeling projects must make these guidelines known to their contractors. As a courtesy, Owners are encouraged to notify their surrounding neighbors about the schedule of impending repairs.
- iii. In accordance with the Declaration, no one shall engage in activities that are considered dangerous, offensive or a nuisance (such as, but not limited to noxious fumes, bad language, obscene behavior) in any Unit or in the Common Elements.
- iv. Yard sales are not permitted within the confines of Fairview Row at Five Points premises.
- v. Residents of upper floors should be careful in sweeping or washing their porches or balconies and in watering plants so that water and debris do not negatively impact the Unit(s) below.

i) ENFORCEMENT OF RULES AND REGULATIONS

- i. Violations of these Rules and Regulations should be reported immediately to the Board.
- ii. After verification of each violation, the person(s) reported to be in violation of the Rules and Regulations will be issued a warning that the violation must be corrected with a specified time. Violations of City ordinances or that pose imminent danger to people or property will require immediate action without warning or grace period.
- iii. If the violation for which the citation was issued is not corrected within the specified time, the Board will proceed with the hearing and fining process in accordance with this Declaration, including the following section. .
- iv. Initial Set Fines:
 1. Failure to remove animal waste: \$50.00 per occurrence
 2. Trash dumping outside of garbage cans: \$100.00 per occurrence.
 3. On-site automotive repairs or maintenance work: \$100.00 per occurrence following warning notice.
 4. Failure to provide full tenant contract and updated renter information/documentation: \$100 per occurrence following warning notice.
 5. Failure to provide signed Tenant Declaration: \$100 per occurrence following warning notice.
 6. Failure to update and provide emergency Owner contact information: \$100 per occurrence following warning notice.
 7. Failure to address warning of non-compliance:
 1. At 30 days: \$50.00 fee
 2. At 60 days: \$100.00 fee
 3. At 90 days: \$200 per month until addressed.



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Laura M. Riddick
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

New Time Stamp

\$25 Non-Standard Fee

Additional Document Fee

Additional Reference Fee

This Customer Group

_____ # of Time Stamps Needed

This Document

49 # of Pages

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