

After recording return to: Chandler Place Condominiums Homeowners Association, Inc.
c/o York Properties, Inc.
2108 Clark Avenue
Raleigh, NC 27605

CHANDLER PLACE CONDOMINIUMS HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS REVISION DATED AUGUST 28, 2015

Submitted electronically by "Jordan Price Wall Gray Jones & Carlton"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

Chandler Place Condominium Home Owners Association
Rules and Regulations Revision - Date: August 28 2015

Outline

- I. Introduction
- II. Safety and Insurance
- III. Selling, Leasing and Moving Procedures
- IV. Personal Conduct
 - A. Smoking and Odor Nuisance
 - B. Noise Nuisance
 - C. Use and Occupancy
 - D. Conflict of Interest
- V. Pets
- VI. Outside and Inside Common Elements
 - A. Definition and Standards of Use
 - B. Parking and Vehicles
 - C. Swimming Pool Area
 - D. Waste and Recycling Receptacles
- VII. Limited Common Elements
 - A. Definition and Standards of Use
 - B. Unit Owner Responsibilities
 - C. Porches / Balconies, Windows and Doors
 - D. Pre-assigned Storage Rooms
- VIII. The Condominium Units
 - A. Definition
 - B. Occupancy Standards
 - C. The Unit Owner's Maintenance and Repairs Responsibilities
 - D. Renovations Standards and Restrictions
 - E. Required and Emergency Access to Units
- IX. Enforcement
- X. BOD signatures

I. Introduction

Chandler Place Condominium Homeowners Association (Association) acting through Chandler Place Condominium Board of Directors (Board of Directors) has adopted the following Rules and Regulations (Regulations) as a supplement to provisions and directives contained in the Declaration of Condominiums Homeowners and By-Laws of The Chandler Place Condominium Homeowners Association. The Board of Directors establishes Rules and Regulations that the entire membership are asked to observe so that the Association can maintain property values and a good quality of life. The Association's Regulations may be revised from time to time by resolution of the Association or the Board of Directors.

Wherever in these Regulations reference is made to "Association," such reference shall include the Association and the Chandler Place Condominium Association Managing Agent (Managing Agent), when the Managing Agent is acting on the behalf of the Association.

Wherever in these Regulations reference is made to "Chandler Place Homeowners," such reference shall apply to the owner of any unit, to such owner's tenants whether or not in residence, and such owners (or such tenant's) household, employees, agents, visitors, guests, invitees and service providers. It is the responsibility of the owner of any unit, owner's tenants whether or not in residence, and such owner's (or such tenant's) household members to ensure that these Regulations are complied with at all times.

II. Safety and Insurance

Nothing shall be done or kept in any unit or in the common elements that will increase the rate of insurance of the buildings and or the contents thereof. No unit owner shall permit anything to be done or kept in its unit or in the common areas that will result in the cancellation of insurance on the building of which the unit forms a part, or the contents thereof, or that would be in violation of any law. No unit owner or any of its family members, agents, employees, licensees, or visitors shall, at any time, bring into or keep in its unit any inflammable, combustible, or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such unit.

III. Selling, Leasing And Moving Procedures

The Association is required to maintain accurate records on ownership and contact information on residents in all units. This information is verified yearly.

The number and type of pets will also be kept on record. Owners shall assume responsibility to keep this information current with the Association. Residents of leased units must also contact the Managing Agent to assure that information is current.

Whenever a unit is sold or leased, both the departing owner(s) and new owners/tenants shall assume responsibility to notify the Association, and to provide necessary documentation as the transaction occurs. The Association must be notified no later than seven (7) days prior to the event(s), or the move-out/ move-in will not be permitted. In the case of a lease, the Association requires a written copy of a signed and dated lease of no less than 12 months duration, which must be on file and kept current at all times for leased units. Unit owners with lapsed leases are charged a \$25.00 fee for each business day the lease is not current.

Each party moving out or in must first pay a \$250.00 nonrefundable administrative fee to the Property Manager. Owners of any unit being moved **out of** or **into** are primarily responsible for payment of the fee and all damage that may be reasonably attributed to the moving process.

When new residents move into a unit, the Managing Agent or designee will be available to answer questions and will provide a welcome packet that includes the following:

- Where and how to get keys to the building's entrances.
- Contact information and an online website address of the Association's management company.
- Where to pay the Association's monthly dues.
- The Association's regulating policies, including the *Declaration of Condominiums Homeowners, By-Laws of The Chandler Place Condominium Homeowners Association, and the Rules and Regulations of The Chandler Place Condominium Homeowners Association.*

Movers shall be advised to take every precaution to avoid damage to the hallways, carpets, elevators, doors, sidewalks and garage areas wherever moving activities occur.

Be aware that any damages to the Association's property that are attributed to the moving process are assessed for replacement cost and charged to the unit owners of the household that was in the process of moving while the damages occurred.

Additional guidelines for moving in and out of Chandler Place:

- Limit full household moves to between the hours of 8:00A.M. and 6:00P.M., Monday through Saturday.
- If the elevator is used for the household move of large appliances, furniture and full carts, hang elevator pads on the four walls of the elevator walls. These pads are available from the Association and kept on premise for this purpose.
- Protect lobby furniture, as needed, by moving items out of the hallway or covering with protective pads.
- To assure that the security of the building is maintained during the move-in or move-out, entrances to the buildings can only be propped open while household items are moved in/out of the building, and only if, and as long as, someone is maintaining watch over the propped open doors.
- Properly dispose of all materials, boxing, and packaging. All cardboard boxes must be broken down and placed in the designated cardboard dumpster only.

- Moving trucks shall minimize their inconvenience to other residents. Keep space available for other vehicles to move safely by and avoid blocking streets, driveways, handicap parking spaces, and entrances into garages. Do not damage low hanging tree limbs or signage.
- Realtor locks that are used when a unit is for sale or lease must be affixed to the garage area storage door of the unit being sold. Lockboxes are not allowed in/on other common areas.

IV. Personal Conduct

The goal of the Association is to maintain a high quality of life whereby all residents can experience a comfortable, peaceful, and healthful living atmosphere as well as one that respects the laws and codes required by local, state and federal ordinances. All owners, residents, and guests are requested to avoid activities that could likely cause interference with the other residents' quality of life within the community.

A. *Smoking and Odor Nuisance*

Do not smoke in elevators, hallways, stairwells, foyers, storage units, and garages, or in the swimming pool area as it is a direct violation of the City of Raleigh fire and safety regulations.

Smoking is conditionally allowed on balcony porches and in residential units, provided it does not cause undue annoyance to neighbors as determined in the judgment of the Association. Burning cigars and cigarettes constitute a fire hazard and an environmental nuisance and must be properly extinguished, disposed of, and never left on sidewalks, parking areas, or other common areas.

Use appropriate ventilation and do not prop open the unit hallway door to prevent cooking and/or chemical substance fumes from wafting unnecessarily into the hallways in a way that can take away from the comfort and health of others.

B. *Noise Nuisance*

The City of Raleigh's Police Department (919-831-6311) will respond to resident's complaints of noise violations made during the hours of 11:00 P.M. and 7:00 A.M., in accordance with the City of Raleigh's noise ordinance.

Avoid noise levels that can interfere with other residents, and especially during the night and early morning hours, particularly before 8:00 A.M. and after 10:00 P.M.

The discharge of firearms, fireworks, etc. is strictly prohibited. Owners will be held liable for any and all damage or injury caused from these devices.

C. *Use and Occupancy*

In the unlikely event that any unit shall be used for purposes other than home occupation, in conformance with the Association Declaration, By-Laws, Rules

and Regulations, and North Carolina laws, no patients, clients, other invitees or materials shall be permitted to wait in any lobby, public hallway, or vestibule. See *HOA Declaration of Condominium, Article IX*.

D. Conflict of Interest

People who are employed to work on our buildings and/or grounds shall not provide personal business to or for individual unit occupants during the same hours they are employed by the Association and being paid with Association funds. This is necessary to avoid conflicts of interest, misunderstandings between vendors, the Association and individual unit owners and residents.

In the event individual unit occupants solicit these vendors, the assignment must be done during hours other than when the Association is the employer, and cannot be reimbursed from Association funds. The responsibility and agreed upon assignment for any such contracted work and payment of this work rests solely with the individual unit owner/resident and is in no way the responsibility of the Association. The only exception to this rule is if the Association has a written agreement stating otherwise.

V. Pets

Owners shall walk dogs away from the landscaped areas directly in front of the building front doors of each building. Collect pet feces in a bag and deposit in the dumpster.

The City of Raleigh has strict Leash Laws requiring that owners keep dogs on a leash or confined to the owner's property at all times. The City of Raleigh's "Pooper Scooper" Laws requires that owners clean up any pet waste from private property. See Raleigh City Code (Section 12-3011) for more detail. Violations are considered a misdemeanor and fines may be levied.

Dogs may only be unleashed (or uncrated) within the condominium unit and / balcony/porch. Do not tether animals to stationary common area property or leave unattended.

No more than two domesticated household pets, such as dogs and cats per household are allowed. The weight per animal shall be no greater than 50 pounds. Helper dogs that are used as sight dogs and for medical reasons will be given special consideration.

No animals, including but not limited to household pets, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the common areas except in accordance with these rules and regulations. Household pets must be domesticated animals; exotic animals or reptiles are not allowed.

Pets are not allowed to behave in a manner annoying or offensive to others or to damage landscapes, plantings, structures in the exterior or interior common areas. Pet owners are held responsible to pay for costs of any repairs that are required to fix any

damages. Pet owners are responsible for any injury or damage to personal property that is caused by a violation of the city's leash laws.

Violations of the leash and pooper scooper laws fall under the jurisdiction of the city of Raleigh. The full language of the applicable ordinances and links to subcategories can be found at the following web site: <http://www.raleighnc.gov/safety/content/Po>

VI. Outside And Inside Common Elements

A. Definition and Standards of Use

Common elements include all parts of the property with the exception of the unit. Common elements includes the driveways, parking lots, sidewalks, entrance passages, public halls, elevators, vestibules, corridors, and stairways. *See Article VI of the HOA Declaration of the Condominium.*

Common elements are only to be used for ingress to and egress from the units and shall not be obstructed or used for any other purpose including the following:

- Bicycles, scooters, carts, motorized chairs or similar items shall not be parked, stored or allowed to stand in the public halls, passageways, or other public areas of the buildings.
- Articles, including, but not limited to, boxes, garbage containers, carts or furniture, shall not be placed or stored in any of the halls or on any of the staircases of the buildings.
- Residents may use their own alcove space surrounding and including the front door to their unit to place personal decorative items that contribute to the attractiveness of the building, but no items may protrude into the main walkway area. Doorways must remain easily accessible to assure ease of entrance into the unit.
- Packages delivered to the foyer or in front of unit doors by mail/ package carriers such as U.S. Mail, UPS, and Federal Express are allowed.
- No alterations, construction, plants or removals from or onto the common elements shall occur without the approval of the Association.

In the event determined to be necessary by the Association, portions of the common elements of a building devoted to storage, or service may be relocated.

B. Parking and Vehicles

One reserved covered parking space is assigned to each unit in each building's covered garage area. Parking a vehicle in a reserved space designated to another unit, without the express consent of the unit owner, is not allowed.

Reserved covered parking space areas shall be kept as clean as possible by the unit occupants assigned to the space of any leaking oil or other unsightly or hazardous fluids and trash.

Additional unreserved parking spaces are available on outside parking lots.

Located in front of each building, close to the front entrance of each building, is parking space reserved for vehicles to use when a disabled person with proper handicapped credentials is in the car or when that person is being picked up. These accessible parking spaces for handicapped-use-only are limited in number and available for use by all residents and their guests with disabilities, when and as needed. These parking spaces are not to be used longer than necessary.

Campers, trailers, or trailer vehicles shall not be parked anywhere on the property.

Unlicensed vehicles and vehicles considered not road worthy shall not be parked anywhere on the property. They will be tagged and given a seven (7) day notice by the Managing Agent before being towed. Towing will be at the owner's expense.

Moving vans and large service trucks are accepted only on a day-by-day basis and, though not always feasible, shall park in the back area of the parking lot, when possible.

It is preferable that residents who park commercial vehicles on the property, use parking spaces towards the back of the parking lot or their unit's reserved covered parking space, rather than in parking spaces directly in front of the buildings.

Yard sales or parking lot sales are not allowed on Association property unless approved by the Association.

C. Swimming Pool Area

Pool season begins on Memorial Day and ends immediately after Labor Day of each year, unless otherwise posted. The hours of use are between the hours of 8:00 AM and dusk, seven days a week.

Persons using the pool and pool areas do so at their own risk, as the Association does not assume liability or risk for any bodily injuries, deaths, loss or damage to any personal property or any person using the pool facility.

The pool is exclusively for use by owners and residents. Owners shall act responsibly and be responsible for all actions and conduct of their guests and/or tenant(s). The Association reserves the right to deny, revoke or suspend pool area access to anyone at anytime for misconduct. Length of time for denying use of the pool area will be set by the Managing Agent.

When using the pool area, follow the rules listed below that have been established by the Association and the City of Raleigh Department of Health and Safety. The City of Raleigh has authority to change the rules and has the right to close the pool any time it is deemed unsafe. Required reminder signs are posted in the pool area with essential information about rules and warnings. Rules and warnings include the following:

- Warning: No lifeguard is on duty.
- Children under the age of 14 shall not use pool without adult supervision. A buddy system is always recommended.
- Pets are not allowed in the pool area or water.
- Diving is not allowed.
- Running, boisterous and/or rough play is not allowed.
- Disruptive noises and/or behaviors that in any way interfere with peaceful enjoyment of the pool area and surrounding area by others is not allowed.
- Persons under the influence of drugs or alcohol shall not use the pool.
- Persons with a sinus, eye, ear or nasal infection are not allowed in the pool.
- Persons with a communicable disease are not allowed in the pool.
- Glass containers are not allowed in the pool area.
- Warning: No first aid kit is available in the pool area for minor injuries.
- In the unfortunate event that an emergency occurs, an emergency telephone is located in the pool area, with the necessary emergency information posted on the phone to call for help.
- Pool gates and doors to the pool bathrooms shall be closed when not in use and never propped open.
- No Cooking grills or electrical devices/equipment with cords are allowed in the pool area or water.
- Bathing attire shall be worn at all times in the pool area.
- Infants not yet toilet trained shall not go into the water, unless using a swimming diaper.
- Keep the pool area clean. Dispose of any beverage containers or any other trash in the trash dispensers provided, or better yet, deposit into the community dumpster and/or recycling bins.
- Keep the pool furniture within the confines of the pool area and neatly arranged. If any furniture is moved, return to its original location upon departure from the area.

Before scheduling any individually organized pool area parties, the organizers must always first obtain the approval from the Association through the Managing Agent. If approval is granted, the pool cannot be closed to residents/owners from using the pool and it is understood that owners/residents will receive prior notice.

D. Waste and Recycling Receptacles

Residents are asked to separate household trash into the appropriate containers and dispose into the designated containers that are located in the back corner of the parking area:

- "Corrugated Cardboard Only" Recycling Bin
- Household Recyclables Containers
- Household Trash Dumpster

Put household trash into leak proof household garbage bags before dispensing into the dumpster.

The Association can be fined by the City of Raleigh for violating the City of Raleigh's ordinances whenever unapproved items are found in the dumpster.

Do not put food waste or other unapproved items in the recycling bins as it results in recycled goods to be unusable.

Prior to discarding liquid oil and/or solid fat in the dumpster put it inside a sealed container.

Flammable, corrosive or poisonous materials are not allowed.

Construction waste such as wood, metal, drywall, paint, applicators, and appliances, carpets or carpet pads is not allowed. Unit owners are responsible for notifying contractors of this rule.

Furniture is not allowed.

Nothing shall be left on the ground outside of the dumpster or recycling bins.

VII. Limited Common Elements

A. Definition and Standards of Use

Limited common elements are allocated exclusively for use to a specific unit. *(See Declaration of Condominium Article VI, Article VII and Bylaws, Section 6.3 iii for definition and additional information.)*

These elements primarily, though not exclusively, refer to the individual unit's balcony, pre-assigned storage room (located in the building's covered garage area), windows, screens, and external doors.

B. Unit Owner Responsibilities

Maintenance and Repair

The unit owner assumes responsibility and cost for maintenance and upgrades of its Limited Common Elements. However, when major exterior building repairs, painting or replacements occur, the Association does assume basic maintenance and painting responsibility for the interior and exterior surfaces, and railings of the balconies.

Maintenance Access

There are times when the Managing Agent will need access to limited common elements for building maintenance, inspections or repairs. Unit owners need to accommodate the Managing Agent and maintenance workers who need access to do their jobs.

Unit owners/residents will be notified, as needed, about dates and times when the work is scheduled and unit owners/ residents are responsible for making the necessary accommodations to have the area unlocked and accessible during these times.

In the event a unit owner/resident does not cooperate with the Managing Agent's work schedule, the individual unit owner will be invoiced and assume any extra expenses incurred whenever work must be rescheduled or damages are caused from delayed maintenance. If deemed necessary, door locks will be forcefully opened, and the cost of replacing damaged doors and locks will be incurred by the unit owner.

Restrictions of use

- No changes shall be made to limited common elements in structure, design, or color.
- Porch ceiling fans installed or replaced must be white and suitable for outdoor use.

C. Porch/Balconies, Windows and Doors

Porches/balconies, windows and doors are an important part of the overall uniformity, safety and attractiveness of the buildings; therefore, these elements shall be maintained accordingly.

Restrictions of use include the following:

- No radio or television antennas, nor any satellite dishes, shall be attached to or hung from the exterior of any building.
- No sign, notice, advertisement, or illumination (including, without limitation, "For Sale" "For Lease" or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of any building, except such as are permitted pursuant to the terms of the Declaration and/or By-Laws.
- The American flag can be flown on designated holidays, but no other flags, windsocks, banners, signs, notices or advertisements may be displayed, inscribed or exposed for the public view. Ventilator or air conditioning devices shall not be installed in any unit window.
- Exterior window surfaces shall not be colored, tinted or painted. Window coverings and treatments installed on the interior of the unit window surfaces shall be compatible with those in public view.
- Furnishings shall be in keeping with the overall attractiveness of the buildings.
- Furnishings and decorative items, rugs, or fabric shall not extend beyond the outer side of the porch/ balcony parameters.

- Unsecured objects such as flower pots shall not be placed on top of porch/balcony railings as this could cause injury or damage were they to fall to the ground.
- Be mindful when sweeping, washing balcony floors and watering plants to avoid neighbors and pedestrians below from being negatively affected from water or dirt.
- Hummingbird feeders are permitted but only if neighbors and pedestrians below or above are not negatively affected by them.
- Bird feeders using bird seed are not permitted, due to the potential for damage and nuisance caused by excess bird activity to neighbors, building exteriors and balcony floors.
- Electric cooking grills are the only type of grill permitted due to fire and public safety regulations. All other types of grills, for example, open fire, charcoal and gas grills are not allowed.
- Clotheslines for drying clothes may not be attached to the inside parameters of the porch/balcony.

D. Pre-assigned Storage Room

Storage rooms are located in the covered garage parking level of each building. For your protection against loss or damage, avoid storing items of value and avoid storing items directly on the floor. The Association assumes no liability for loss or damage to any personal items. Use this space to store personal items that you do not want to keep in your unit and are not permitted to be stored in public space, for example, bicycles, carts, boxes, wagons or furniture.

Managing Agents must have access to storage units for scheduled termite inspections.

Real estate locks may be displayed on the door of the unit's storage room that is located in the covered garage parking level of each building.

Unit owner responsibilities and restrictions of use

- Activities or items are not allowed that would create a potential health or safety hazard, violates public laws, or increases or cancels Condominium Association or Individual Unit Owners Insurance premiums.
- Do not store flammable, toxic or corrosive materials such as gasoline, kerosene, turpentine and similar combustible or accelerant products.
- Keep storage space free of rodents or pests and do not store food products, seeds or like materials that can attract them.

VIII. The Condominium Units

A. Definition

The boundaries of each unit are the exterior surfaces of its perimeter walls, ceilings and floors, with the center line of the party walls constituting the parametric boundaries of the units of that plane, which are shown on the Floor

Plans. Mechanical equipment, stairways and appurtenances located within any unit and designed to serve only that unit shall be a part of said unit. Article IV; Section 4.2 of the HOA Declaration of the Condominium.

B. Occupancy Standards

The number of occupants in each unit shall consist of the members of one family only, or of two individuals unrelated by blood or marriage per bedroom as designated on the floor plans for the unit.

Guests and invitees of occupants and their lessee(s) may reside in any one unit for a maximum period of thirty (30) days per calendar year only. No transient tenants may be accommodated.

C. The Unit Owners' Maintenance and Repair Responsibilities

Each unit owner, tenant and guest is responsible to maintain the unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the Proclamation of the Condominium, the By-Laws, Rules and Regulations and Association maintenance guidance.

All water apparatus, mechanical and electrical appliances and equipment are the unit owner's responsibility to maintain and replace as necessary to keep the unit in good working order.

Water heaters are particularly problematic as older appliances are subject to sudden and overwhelming failure that can result in major structural damages. In order to address the continued insurance rate increases, the Board has voted to monitor and notify all residents of the need to identify and replace any hot water heater that is 12 years old or older. (See Water Heater Replacement Policy Resolution on Association web site.)

All radio, television, or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements, or recommendations of the North Carolina Board of Fire Underwriters and the public authorities having jurisdiction. The unit owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment, specifically including, but not limited to the use of local laws, codes, statutes or ordinances; and/or the Association ordinances.

Toilets, sinks and other water apparatus in the unit shall be the type that conserves water. They shall not be used for any purpose other than those, of which they were designed, and no dirt, rubbish, rags, or any other article shall be thrown into same. Any damage resulting from misuse of any toilets, sinks or other water apparatus in a unit shall be repaired and paid for by the owner of such unit.

Air handlers, air conditioners, overflow pans and air filters (HVAC systems) are the responsibility of unit owners. They are to be inspected annually by licensed service workers to check the air handler unit (in your unit's wall) as well as the air conditioner unit (on the ground outside the building), and to flush out the condensate drain line to clean out the sludge and mineral accumulation from the unit's air handler system. The overflow pan needs to be located correctly under the air handler unit and checked regularly to be sure it is dry. Should it ever start to fill with water, it is supposed to be equipped with a functioning water sensor which will shut off your system, until you repair or replace the HVAC system. A functioning water sensor will help minimize the amount of water damage incurred from water spilling onto your floor as well as leaking into the unit below your unit.

Clothes Dryer requirements: All interior units have vent lengths of 60 feet and the dryer rating must have an output rating of at least 170 cubic feet per minute. All corner units have vent lengths of 65 feet and therefore must have a higher output rating.

D. Renovations Standards and Restrictions

Renovations and modifications to enhance units are encouraged provided work is done in a safe manner and disruption to neighbors is minimized. It is essential to get Prior approval from the Board of Directors. Approval for renovations and modifications requires the following steps and notifications:

- Submit a written Renovation Request to the Managing Agent that describes the intended structural or design changes to be approved by the Board of Directors prior to commencement of any work.
- An oral presentation of plans may be requested, in addition to the written Renovation Request to help explain the requested plans. Renovations can only move forward upon receiving written approval and guidance from the Association.
- Meet with Managing Agent to discuss ways to comply with the Association Rules and Regulations to minimize noise and disturbance to neighbors.
- Provide copies of any contractor's license, liability and workman's compensation insurance, as needed.
- Sign off that unit owners/residents are responsible for having all trash and materials associated with the renovation removed from the property. Do not use, or have workers use, the community dumpsters to dispose of construction waste and materials. Private dumpsters may not be parked on the premises in connection with individual unit renovation or construction activities, except as approved by the Association.
- Sign off that trucks, trailers and other vehicles involved with renovation activities and delivery of materials shall not block entrances and shall be removed from the premises daily, or upon an agreed upon time as approved by the Association or Managing Agent, acting on behalf of the Association.

- Sign off that entrance doors will not be propped open during renovations or repairs except when the propped door can be watched while items are moved in/out of the building, and only if, and as long as, someone is maintaining watch over the propped open doors.

Follow guidelines listed in *The Association By-Laws Article VI: Operation of the Property; Section 6.3 B: Maintenance, Replacements, and Improvements by the owner; and E: Restrictive Provisions*. Failure to gain necessary approvals can result in additional modifications or restoration of the unit to its original condition - ALL at the owner's expense.

Get advice from the Managing Agent before starting major projects to determine if permission from the Association is needed.

Renovation restrictions: Get advice from the Managing Agent before starting major projects to determine if permission from the Association is needed.

There are several renovation restrictions:

- Only first floor units may replace wall-to-wall carpeted areas with hard flooring. Second and third floor units may only replace carpet with carpet. The areas exempted from this are the kitchens, pantries, bathrooms, closets, and foyers.
- Units may not be combined or subdivided.
- No alterations to electrical wiring and plumbing shall be done except by licensed people of the trade.
- Approval from the Managing Agent is needed prior to installing any new lock system onto a unit's entrance door; upon approval, a key or code to the lock system shall be given to the Board.

It is important during renovation to minimize noise levels insofar as possible. Construction, maintenance, repairs, and installation made in the units, by necessity tends to cause some disturbance to neighbors. Avoid using the hallways for construction activities. Contain the noisy work to the confines of inside the unit.

Notify the Managing Agent in advance of scheduled maintenance activities that will interfere with building services such as water or electricity or in any other way cause inconvenience to the building residents. Give enough notice so that neighbors can be informed prior to this inconvenience.

Construction, maintenance, and repair activities, whether major or minor, shall be limited to weekdays between the hours of 8:00AM and 6:00PM. No hammering or loud sawing or drilling prior to 9:00 AM. An exception would be allowed when such construction, maintenance or repair work is necessitated by an emergency.

Do not stand construction materials, appliances and equipment in common area hallways, garages, driveways, parking lots or sidewalks. Protect floors, including the foyer, elevator and carpets in the hallways during work activities. Protect

elevator walls with elevator pads (available upon request from the Association). Clean the dirt on the floors. Vacuum or shampoo the hallway carpets daily after dirty work is finished.

E. Required and Emergency Access to Units

The Association's Managing Agent, Board of Directors or workers hired by the Association, at times, need access to units. The unit owners/residents will be notified about dates and times when access is needed for scheduled work. Unit owners/residents, in turn, will need to make any necessary arrangements to have the area unlocked and accessible.

Examples of situations that require access to units:

- Cleaning out and inspecting dryer vents from the inside;
- Accessing the outside of buildings within reach of balconies or windows;
- Inspecting the unit for properly working equipment; or inspecting for vermin or other public health safety or insurance liabilities.

Emergency Access

A passkey to each unit shall be retained by the Board of Directors to allow emergency entry.

Examples of emergency circumstances that may require rapid, unscheduled entrance into units follow:

- To stop property or personal damage or endangerment from disasters such as water or other liquid leaks;
- Fire, or gas and/or chemical or foul fumes or substances that appear to originate or threaten the affected unit(s) any other surrounding unit, common element or limited element of the property.

When determined an emergency or endangerment, in the absence of the unit owner/resident, the Board will make a determination of need to contain, remediate and abate the damage or personal endangerment that presents itself. In the event a unit owner/resident does not cooperate with the need to gain access, or has not provided a key or code, then the individual unit owner will be invoiced for the extra expenses this causes. If deemed necessary to forcefully open the door to the unit, the unit owner will be charged the cost of replacing damaged door locks.

In non-emergency situations, the Managing Agent will attempt to accommodate individual needs for obtaining access to a unit.

IX. Enforcement

The effective date of these rules and regulations shall be ten days after approval process and ratification by the Board of Directors. Voluntary cooperation with following these rules and regulations is expected, but whenever there are violations to

any of the Rules and Regulations, as recorded in this document, a reminder or enforcement as stated in this document for the identified violation shall be activated.

Owners, residents, and guests can place a complaint of noncompliance by notifying the Managing Agent with a written description of the probable violation.

The person(s) found to be in violation of a rule or regulation will be issued a written warning, as deemed appropriate to the violation, indicating what necessary corrective actions are needed.

The corrective action shall be made, if possible, within 5 working days of receipt of the notification. If more time is deemed necessary to address the violations addressed in the notification letter, the unit owner/resident may submit a written plan of action to the Association for consideration of an extension. The accused unit owner/resident may also appeal a decision by appearing before the Board of Directors of the Chandler Place Condominium Association at the next regular scheduled Board meeting.

Violations posing imminent danger or nuisance: Violations of city ordinances or those that pose imminent danger or nuisance to people and property may require more immediate action, as determined by the degree of the danger or nuisance and the authority of the city, county or state ordinances.

If a violation for which the warning was issued is not addressed with appropriate corrective action, the unit owner/resident will be fined fifty dollars (\$50.00) for the violation and given 10 additional days to correct the violation. Thereafter and continued non-compliance shall result in a twenty-five dollar (\$25.00) fine per day per act for each violation. If the violation remains uncorrected the Association may seek legal action.

X. BOD Signatures

Ratified by vote of the Board of Directors this 28th day of August 2015

[Signature]
President

[Signature]
Secretary

MG McCoy
Director

Tracy Helms
Director

[Signature]
Vice President

Glady H. Mason
Treasurer

Melissa W. Simpson
Director

NORTH CAROLINA

WAKE COUNTY

ACKNOWLEDGMENT

I, Julie A. Price, a notary public of Wake County, North Carolina, certify that Renee Shingleton personally appeared before me this day, and being duly sworn, certified that she is not named in the foregoing document and has no interest in the transaction and either (i) witnessed the below-listed principals sign the foregoing document or (ii) witnessed the below-listed principals acknowledge their signature on the already-signed document.

Doug Small

Ronald Ledford

Melissa W. Simpson

Ed McCoy

Carl Douthitt

Gladys G. Mason

Nancy Helms

Signature:

Renee Shingleton
Renee Shingleton

Witness my hand and official seal, this 2 day of October, 2015.

Julie A. Price
Notary PublicJulie A. Price
Printed NameMy Commission Expires: 2-9-2018