

RULES AND REGULATIONS OF THE PLAZA CONDOMINIUM

(Updated July 26, 2017)

These Rules and Regulations apply to and are binding upon all persons owning, occupying, or otherwise using a Unit or the Common Elements within The Plaza Condominium (“Residential Condominium”). These Rules and Regulations apply in addition to the restrictions on use of the Units and Common Elements set forth in the Declaration of Condominium for The Plaza Condominium recorded in Book 13269, Page 1426, Wake County Registry (as may be amended from time to time) (“Residential Declaration”), the Bylaws of The Plaza Condominium Owner’s Association (“Bylaws”), and the Declaration of Condominium for RBC Plaza Condominium recorded in Book 13257, Page 2035, Wake County Registry (as may be amended from time to time) (“Master Declaration”).

Owners are responsible for and shall be held accountable for the conduct of their families, guests, invitees, employees, lessees, and other persons occupying their Unit or over whom they exercise control and supervision while such persons are using the Units and Common Elements, including but not limited to, the recreational amenities within the Residential Condominium. All such persons are required to abide by these Rules and Regulations. Permitted users of the Residential Condominium facilities, other than Owners, are referred to in these Rules and Regulations as “Occupants.”

The board of directors of The Plaza Condominium Owners Association, Inc. (“Residential Association”), without the consent of the Owners, reserves the right to modify, amend, or supplement the Rules and Regulations as deemed necessary or appropriate in the exercise of its reasonable discretion. Any such modification, amendment, or supplement to the Rules and Regulations shall be binding upon all Owners, Occupants, guests, or other users of the Residential Condominium.

The Residential Association’s board of directors (“Residential Board”) is responsible for administering and enforcing the Rules and Regulations as pertain to the use of Units and Common Elements which are contained within the Residential Condominium, including, but not limited to, the use of decks, patios, porches, balconies, and courtyards. The board of directors of The RBC Plaza Condominium Owners Association, Inc. (“Master Board”) may promulgate additional rules and regulations pertaining to the use of those portions of the RBC Plaza Condominium which are located outside of the Residential Condominium.

The terms “Common Elements,” “Declarant,” “Limited Common Elements,” “Owner,” and “Unit” as used herein shall have the same meanings as set forth in the Residential Declaration.

1. Association Personnel. Residential Association employees, including the Residential Association’s on-site property manager, act at the direction of and under the supervision of the Residential Board. Owners and Occupants shall not direct, supervise, interfere with or, in any manner attempt to assert any control over, Residential Association employees. Complaints regarding any services or the condition of any portion of the Residential Condominium shall be made in writing to the Residential Board.

2. Use of Common Elements. Common Element walkways, hallways, and entrance areas may not be obstructed or encumbered or used for any purpose other than ingress and egress. Use of other portions of the Common Elements is subject to further regulation by the Residential Board. No portion of the Common Elements (other than designated storage areas) may be used for the storage of personal property. Personal property must be stored within the Units or within storage areas. No planting or gardening shall be done or maintained upon the Common Elements, except in areas designated as gardening or planting areas or rooms, and subject to reasonable Residential Board regulation. Smoking is prohibited in all portions of the Common Elements (including the pool area, the patio area, and the grill area), except for on a balcony assigned to a Unit as a Limited Common Element.

3. Balconies. Any deck, patio, porch, courtyard, or balcony (collectively, “balcony”) serving a Unit shall be used only for the purposes intended, shall be kept in a neat and orderly condition (as the Residential Board may determine), and shall not be used for hanging garments, towels, or other objects, or for cleaning rugs or other household items. Attaching flags, flagpoles, banners, and other items (including, but not limited to, holiday decorations) is prohibited. Owners, Occupants, and their guests shall not throw any items off the balcony.

a. Plants. A reasonable number of potted plants may be kept on exterior balconies serving a particular Unit. The Residential Board may limit specifically the size and/or number of potted plants or other things that may be placed or kept on a balcony based upon the structural capacity of the balcony. Any potted plants shall be heavy enough so as to not be susceptible to being blown from balconies by wind. Owners and Occupants shall use reasonable care in watering their plants. A plant saucer is required to be placed under all potted plants situated on the balcony.

b. Furniture. All furniture, furnishings, umbrellas and other materials kept on a balcony shall be of neutral colors that are harmonious with the building exterior and shall be heavy enough so as to not be susceptible to being blown from balconies by wind. The Owner of a Unit shall be responsible for, and shall be subject to sanction for in accordance with the Residential Declaration, any object which blows or otherwise falls from the Owner’s balcony, regardless of the cause.

c. Modifications. Any modification to a balcony requires prior written approval by the Residential Association in accordance with Paragraph 7.17 of the Residential Declaration. Modifications include, but are not limited to, installing fans, string or party lights, and misters.

4. Building Access/Access Cards/Codes.

a. Revolving Door. The revolving door in the lobby of the Residential Condominium is locked from dusk to dawn or as otherwise deemed necessary by the on-site property manager or front desk attendant.

b. Sign-In Requirements. Every person who enters the Residential Condominium is required to sign-in unless that person has a fob or is accompanied by a person with a fob.

c. Access Cards/Codes. Access cards or access codes may be required in order to access all or any part of the Residential Condominium and access may be restricted to Owners and Occupants presenting a valid access card or inputting a valid access code. The Residential Board may charge a reasonable fee for the issuance of additional access cards or replacement cards for lost or stolen access cards.

5. Animals and Pets.

a. Permitted and Unpermitted Pets. As set forth in the Residential Declaration, no animals, livestock, or poultry of any kind other than usual and common household pets shall be raised, bred, or kept on any part of the Residential Condominium, except that no more than three usual and common household pets, as determined in the Residential Board's discretion, may be kept in any Unit. Animals may not be kept, bred, or maintained for any commercial purpose and any animal which endangers the health or safety of, or unreasonably disturbs Owners or Occupants or otherwise creates a nuisance is prohibited. In any event, because of concerns relating to aggressive behavior and the safety of others, pit bulls, Doberman pinschers, and rotweilers are prohibited from being kept within the Residential Condominium; provided, any dog that is a mixed-breed of pit bull, Doberman pinscher, or rotweiler and some other type of non-aggressive breed shall be considered a mutt and shall not be considered a pit bull, Doberman pinscher, or rotweiler in the context of this Paragraph 5.

b. Rules Regarding Pets. Pets are prohibited in the following portions of the Common Elements: the plaza or amenities deck, the club room, fitness center, and swimming pool area. No pet shall be kept or left on any porch, patio, or balcony or tied to any structure outside a Unit when the pet owner or other responsible person is not present. Litter boxes are not permitted on any balcony or any other portion of the Common Elements. All pets must be held or kept leashed and under the control of a responsible party at all times that they are on the Common Elements. Pet owners shall be held strictly responsible for immediately collecting and properly disposing of waste and litter of their pets. Any pet owner failing to clean up after his or her pet (to the Residential Board's satisfaction) is subject to a \$100.00 fine by the Residential Association as permitted under the Residential Declaration. In addition to the \$100.00 fine, if a pet owner fails to clean up after his or her pet (to the Residential Board's satisfaction), the Residential Association may perform such service and bill the pet owner, or the Owner of the Unit within which the pet owner resides, accordingly, an additional clean-up fee of \$100.00 per occurrence plus any additional clean-up costs associated therewith (e.g., carpet or rug cleaning fees or replacements). If an Owner or Occupant fails to abide by any restrictions or rules applicable to pets, the Owner or Occupant's pet may be barred from use or travel upon the Common Elements. The Residential Board may charge pet fees for those pets which use the Common Elements, which may be a general fee for all similar types of pets or a specific fee imposed on an Owner or Occupant for the failure to abide by pet restrictions or rules. In addition, the Residential Board may, upon seven days prior written notice, require the removal from the Residential Condominium of any pet which endangers the health or safety of any person or which creates a nuisance or an unreasonable disturbance, as the Residential Board may determine in its sole discretion.

c. Additional Rules and Regulations. The Residential Association, acting through the Residential Board, reserves the right to establish additional rules and regulations concerning the keeping of pets within the Residential Condominium.

6. Concierge Services. The Residential Association may make concierge or other personal services available to Unit Owners and Occupants. The Residential Association reserves the right to determine the types of services offered, to regulate the manner in which such services are offered, to establish the hours during which particular services are offered, and to establish the fees associated with particular services. Fees for coverage services may be assessed against all Owners as part of the annual assessment under the Residential Declaration and/or Owners may be charged based upon their use of services offered. Owners or Occupants failing to abide by the regulations concerning such personal services, including the failure to pay fees, maybe denied services.

7. Damage to Property. Owners shall reimburse the Residential Association or third parties for any damage to the Residential Association property (including Common Elements and Limited Common Elements) or to the property of any third party caused by such Owner or the Occupant of the Owner's Unit. The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the Unit owner causing such damage.

8. Electrical Devices. No electrical device creating electrical overloading of standard circuits shall be used within any Unit or the Common Elements. Any abuse of appliances or fixtures within a Unit or use thereof in a manner which adversely affects other Units or the Common Elements as determined by the Residential Board is prohibited. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

9. Flammable and Toxic Substances. Carrying, storing, keeping, or using flammable, combustible, explosive, or other harmful fluids, chemicals, or substances, or any toxic or hazardous waste or substance is prohibited within the Residential Condominium (including in parking areas and storage areas), except as necessary and appropriate for permitted uses of a Unit; provided, the Residential Association may use such substances in connection with the maintenance and operation of any of the Residential Condominium or adjacent properties.

10. Barbecues. No cooking, barbecues, or grills of any kind shall be permitted on any porch or balcony.

11. Garbage and Trash. Each Unit shall be kept in a good state of preservation and cleanliness. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire, odors, seepage, or encouragement of vermin. Garbage or trash shall be disposed of properly and promptly and placed in containers, trash chutes, or dumpsters provided by and located in areas designated by the Residential Association. The placement or storage of trash in hallways or other portions of the Common Elements other than designated trash containers, chutes, or dumpsters is strictly prohibited. The Residential Association may subscribe to a trash service for the use and benefit of the Residential Association and all Owners and to adopt and promulgate Rules and Regulations regarding garbage, trash, trash containers, and collection.

12. Controlled Substances. Controlled substances (as defined by state and federal laws), other than those prescribed by a physician for medical reasons, are not permitted on or within any portion of the Residential Condominium.

13. Governmental Requirements. Each Owner and all Occupants shall at all times comply with all statutes, ordinances, rules, regulations, and requirements of all applicable governmental authorities having jurisdiction over the Residential Condominium.

14. Keys. Upon request, each Owner shall provide the Residential Board a key to their Unit. No Owner shall alter any lock or install a new lock on any door leading into a Unit without the Residential Board's prior consent. All locks on any door leading into a Unit may only be changed by a Residential Board approved locksmith. If such consent is given, the Owner shall provide the Residential Board or the Residential Association's manager with a key for the Residential Association's use. In the event the Residential Board is not provided with a key to the Unit, the Owner shall pay the cost incurred by the Residential Association to gain entry into the Unit. Except in the event of an emergency, the Residential Association shall not enter a Unit without the Owner's prior consent.

15. Noise, Odors, Nuisance, and Loitering. No noxious, offensive, unsightly, dangerous, or unsafe activity or condition may be carried on in any Unit, nor shall anything be done which may be or become an annoyance or nuisance to the other Owners or Occupants. 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, and recommendations of the local fire department authorities and public authorities having jurisdiction over the Residential Condominium. No Owner, Occupant, or guest shall make or permit any disturbing noises, odors, or activity in the Residential Condominium (including the hallways and Common Elements) or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Owners.

a. Noise. No Owner, Occupant, or guest shall play upon or cause to be played upon any musical instrument or otherwise operate or permit to be operated any radio, stereo, phonograph, television, loudspeaker, or other sound amplification device in such Owners' Unit or within any portion of the Residential Condominium if the same shall disturb or annoy any other Owners or Occupants of the Residential Condominium. During the hours of 11:00 P.M. and 9:00 A.M. of the following day, no music or other sounds produced by musical instruments, radios, stereos, phonographs, televisions, loudspeakers and other sound amplification devices shall be allowed on or within any of the Common Elements or Limited Common Elements or be allowed to be generated or produced from any Units to the extent such sounds can be heard outside of such Unit during such hours.

b. Odors. In the event any noxious or offensive odors (including but not limited odors caused by tobacco products) originating from a Unit ("Offending Unit") can be detected in the hallways of the Residential Condominium or another Unit and such smell disturbs other Owners, Occupants or guests, the Offending Unit Owner shall be responsible for remedying such problem or disturbance (at the Offending Unit Owner's sole cost and expense). In addition, the Residential Board may require such Offending Unit Owner to install a Residential Board-approved threshold or a Residential Board-approved door sweep to such Offending Unit's door. In the event the Residential Board requires the Offending Unit Owner to

install such device, such installation shall occur (at the Offending Unit Owner's sole cost and expense) within ten (10) days after the Residential Board notifies the Offending Unit Owner of such disturbance. After such installation has occurred, the Association shall inspect the threshold or door sweep to verify its correct installation.

c. Loitering. No loitering is permitted in the hallways, stairwells, or other Common Elements of the Residential Condominium; provided however, gatherings in the club room, the pool area, the patio area, and the media room shall not be considered loitering so long as a resident of the Residential Condominium is present with any guests.

16. Construction/Repair. No construction repair work or other installation work involving noise shall be conducted in or upon any Unit except on weekdays and Saturdays (but not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M. during the weekdays and 10:00 A.M. and 5:00 P.M. on the weekend, unless such construction or repair work is necessitated by an emergency; provided, the foregoing shall not be applicable to actions undertaken by the Residential Association. Owners may not make any improvements, renovations, or alterations within Units which involve (i) drilling, penetrating, invading, or otherwise altering in any way any portion of the structure (i.e., floor, ceiling, columns, beams, etc.) comprising the Unit or (ii) connecting to or relocating pipes, lines, conduits, and/or other apparatus for access to common utilities, without the prior consent of the Residential Association. As a condition of approval, the Residential Association may require a certificate of insurance from the Owner or the Owner's contractor which names the Residential Association as an additional insured. Each Owner shall be responsible for any damage to other Units or the Common Elements caused by work performed by the Owner, the Owner's employee or contractor, or otherwise performed at the request of the Owner.

17. Vehicle Maintenance. The repair and/or maintenance of any car, truck, boat, or similar vehicle on any portion of the Residential Condominium is strictly prohibited except in emergency situations. Car washing within the Residential Condominium is prohibited.

18. Obstructions. No walkways, sidewalks, entrances or roadways within the Residential Condominium shall be obstructed or encumbered or used for any purposes other than ingress or egress nor shall such areas be used for the storage of any personal property. Any personal property of an Owner, Occupant, or guest must be stored within (inside) a Unit or a storage area assigned to the Unit as a Limited Common Element.

19. Parking. Automobiles, golf carts, and other vehicles may be parked only within areas designated for vehicle parking and areas may be designated for parking particular types of vehicles. Parking spaces may not be used for storing other things. There is no visitor parking in the building. All of the parking spaces below the blue jet gate (except those assigned to specific Units) are paid for by the commercial tenants in the building and shall not be used by an Owner or Occupant or their guests. All "No Parking" restrictions shall be observed. Parking in any space which has been assigned as a Limited Common Element is reserved to the Owner and Occupants of the Unit to which such space has been assigned. Posted speed limits throughout the Residential Condominium shall be observed. Vehicles left unattended on any portion of the Common Elements other than designated parking areas for more than 24 hours are subject to being towed at the expense of the owner thereof. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's Unit or parking space, is obstructing the flow of

traffic, is parked in a parking space that has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required, and the Residential Board or agent of the Residential Association may have the vehicle towed immediately. If a vehicle is towed in accordance with the Residential Declaration and these Rules and Regulations, neither the Residential Association nor any officer or agent of the Residential Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary in these Rules and Regulations, the Residential Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot vehicles. The Residential Board may relocate or reassign any parking space previously assigned as a Limited Common Element if reasonably necessary to accommodate handicapped individuals, as provided in Paragraph 5(c) of the Residential Declaration. Any such relocation or reassignment shall not require the approval of the affected Owner(s); provided, the Residential Board shall use reasonable efforts to relocate or reassign the Limited Common Element to a reasonably comparable space within the Residential Condominium (e.g., the Residential Board shall attempt to reassign an assigned parking space to another space on the same parking level). In addition to the above, the restrictions on vehicles and parking set forth in Paragraph 14(i) of the Master Declaration shall apply.

20. Club Room and Private Parties.

a. General Rules. The club room is open 7 days a week (but is closed from 1:00 a.m. until 4:00 a.m. every day) and is for the exclusive use of Owners, Occupants, and their authorized guests. The number of people in the club room and the media room at one time shall not exceed 70 people and the number of people on the balcony (including the pool area, the patio area, and the grill area) shall not exceed 222 people, and all events in the club room must conclude by 12:00 a.m. Smoking is prohibited in the club room at all times. Except in accordance with Rule 20(c) below, amplified music is not permitted in the club room, the pool area, or the patio area, except with the prior approval of the Residential Board. Non-amplified music is allowed until 12:00 a.m. Owners, Occupants, and their guests are required to clean the space, including the kitchen, after use and dispose of all trash.

b. Reservations and Private Events. A reservation for the club room is required for private events with over 20 people in attendance. Private events situated solely within the club room shall be limited to 70 people total. Private events situated within the club room and the balcony area shall be limited to 150 people total unless prior Residential Board approval is obtained. A reservation entitles the Owner and the Owner's guests to the exclusive use of the club room and the media room, and the non-exclusive use of the restrooms, the pool area, the patio area, and the grill area. All reservations must be approved by the Residential Condominium's on-site property manager in advance. The club room can only be reserved three days per month (with a limit of only two days per month on weekends which include Fridays, Saturdays, and Sundays), and is not available for reservation on major holidays, sporting events, or on back-to-back days; provided however, Community Functions (as defined in Rule 20(c) below are excepted from such limitations). A non-refundable reservation fee of \$500.00 plus a refundable security deposit in the amount of \$250.00 is required for a private event. During a private event, Owners, Occupants, and their guests will be entitled to use the fitness center, the restrooms, the pool area, the patio area, and the grill area. The Residential Board, on a case-by-case basis, may assess an Owner the \$500.00 reservation fee (and an additional \$250.00 clean up fee, if applicable) in arrears in a situation where such Owner or the Owner's Occupant hosted or

otherwise permitted more than 20 people at the same event to access the club room, media room, pool area, patio area, or grill area (even if such Owner or Occupant did not properly reserve the club room or plan on hosting more than 20 people for such event).

c. Community Functions. Residential functions for all Owners and Occupants in the building ("Community Functions") may be held from time-to-time in the club room, the media room, the pool area, the patio area, and the grill area. All Community Functions shall be approved by the Residential Board in advance and may have amplified music provided such request is submitted to and approved by the Residential Board.

21. Signs and Notices. No signs of any character shall be erected, posted, or displayed upon, in, or from any Unit or the Common Elements without the Residential Board's prior written approval.

22. Smoking Policy. The Residential Board shall have the right, at any time and from time to time, to adopt, amend, modify, and alter a smoking policy, which may limit, restrict, or prohibit smoking in or upon any portion of the Common Elements. The Master Board shall have the right, at any time and from time to time, to adopt, amend, modify, and alter a smoking policy, which may limit, restrict, or prohibit smoking in or upon any portion of building located outside of the Residential Condominium. Smoking is prohibited in all portions of the Common Elements (including the pool area, the patio area, and the grill area) except for individual balconies; provided however, Owners, Occupants, and their guests shall not throw any cigarette butts off their balconies.

23. Unightly Material. The Common Elements should be kept free and clear of refuse, debris, garbage, trash, and other unsightly materials. Nothing shall be altered in, constructed in, or removed from the Common Elements by an Owner or Occupant, or any guest of an Owner or Occupant. No offensive or unsightly appearance shall be maintained or permitted to exist on any portion of a Unit or the Limited Common Elements visible from the exterior of the Unit.

24. Unit Maintenance. Units shall be kept in a good state of condition, repair, and cleanliness. No dirt or any other substance may be swept or thrown from a Unit. Each Unit's stove screen and dryer filter shall be used and kept clean and in good order and repair. Water closets and other water apparatus within a Unit or otherwise located within the Unit shall not be used for any purpose other than those for which they were constructed. No drapes, bars, blinds, shades, screens, or other items affecting the exterior appearance of a Unit or any Limited Common Elements reserved for the use of such Unit shall be constructed or installed in any Unit or Limited Common Elements without the Residential Board's prior written consent as required under the Residential Declaration or as installed by Declarant as part of the initial construction of the Unit.

25. Use of Pool. USE OF THE POOL FACILITIES AND SWIMMING IS AT THE SOLE RISK OF EACH OWNER AND ALL OCCUPANTS AND GUESTS. Each Owner and all Occupants, as well as any other persons utilizing any of the recreational facilities which are a part of the Common Elements (including all guests), shall abide by the following rules:

- a. Children. Children under 12 years of age are permitted to use the pool facilities only if accompanied and supervised by a person who is at least 19 years of age.
- b. Cleanliness. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, trash, etc.
- c. Diving. No diving shall be allowed in the pool.
- d. Flotation Devices. Flotation devices are permitted for non-swimming children up to the age of five years. Any non-swimming children must be accompanied in the water by a person who is at least 19 years of age. Pool toys such as balls, water guns, rings, air mattresses, etc., may be permitted in the pool at the discretion of the Residential Board. Tire inner tubes are not permitted.
- e. Food and Beverages. Glass objects, drinking glasses, sharp objects, food, and tobacco products are not permitted in the pool area.
- f. Health Precautions. Persons with apparent or known or infectious conditions, whether the same be a skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge of any other type of communicable disease, shall not utilize any of the pool facilities.
- g. Music. Radios and other sound emitting devices may only be used at low volume or with earphones. The Residential Board reserves the right to prohibit radios and or other music devices on or within the pool facilities.
- h. Pool Hours. Swimming is permitted only during open hours of the pool. Pool hours and days shall be established by the Residential Board and are subject to change from time to time.
- i. Running and Dangerous Games. Running and noisy or hazardous activity will not be permitted in the pool area. Pushing, dunking and dangerous games are not permitted. The throwing of balls, frisbees, wet clothing, or other things is not permitted at any time in the pool area.
- j. Swimming Attire. All swimmers must wear appropriate swimming attire. Cutoffs, dungarees, thongs and Bermuda shorts are not considered appropriate swimwear.
- k. Young Children. Children who are not potty trained are required to wear plastic pants under their swimsuits (or similar wear) when entering the pool. All children must be properly dressed in swimming attire at all times. Children in diapers are not allowed in the pool.
- l. Pool Passes. The Residential Board may (at its option) limit the number of guests each Owner or Occupant may bring to the pool. In such event, each Owner or Occupant shall be entitled to the following number of total people (including such Owner or Occupant and their guests) being able to occupy the pool area: (i) 3 passes (entitling 3 people total to occupy the pool area) for a one-bedroom Unit; (ii) 4 passes (entitling 4 people total to occupy the pool area) for a two-bedroom Unit; and 5 passes (entitling 5 people total to occupy the pool area) for a

three-bedroom Unit. It will be up to each Owner or Occupant to police the environment and if needed contact the attendant at the front desk.

26. Holiday Decorations. Holiday decorations which are visible from outside of a Unit and which are of the kinds normally displayed in residential condominium communities, as determined by the Residential Board, are permitted from November 1 to January 31 and otherwise one week before to one week after nationally recognized holidays. In any event, however, lighting and other decorations may not be hung or otherwise attached to balcony railings, windows, or Common Element hallway walls.

27. No Solicitation. Soliciting of any kind within the Residential Condominium is prohibited without the Residential Board's prior written consent. The term "solicit" shall include any door-to-door (i) selling, demonstrating, or otherwise marketing of consumer products or services; (ii) requesting of monetary donations; or (iii) dissemination of informational materials.

28. Casual Use of the Common Elements. Persons using the pool area and other portions of the Common Elements for any purpose are responsible for cleaning up after themselves.

29. Leasing. Pursuant to Paragraph 7.6 of the Residential Declaration, no more than 40% of the total number of Units (or 55 Units) in the Residential Condominium may be leased at any one time. A listing of Owners currently leasing their Units is kept at the front desk. Any Owner desiring to lease his or her Unit may apply in writing to the Residential Board for approval to lease the Unit, indicating the date the proposed lease will begin and the term of the lease. The Unit owner shall use the Residential Board-approved form lease (with a lease term for at least one year) and no other lease form shall be used without the prior approval of the Residential Board, which approval may be withheld at the Residential Board's sole and absolute discretion. The Owner shall also comply with any requirements enacted by the Residential Board in accordance with Section 29(e) of these Rules and Regulations. Owners automatically lose their leasing status if their Unit stays without a tenant for more than 90 days.

a. Leasing Status. If the Residential Board-approved lease is used and less than 40% of the total number of Units in the Residential Condominium are being leased, the Residential Board shall authorize leasing of the Unit and confer "Open Leasing Status" on the Unit. The Owner shall be notified within 14 days of application to the Residential Board as to whether Open Leasing Status has been granted. All Units that have not been conferred Open Leasing Status are in "Restricted Leasing Status." If Open Leasing Status is not conferred because the maximum number of Units are already being leased, the Residential Board shall place the Unit at the end of a waiting list. At such times as less than 40% of the total number of Units are in Open Leasing Status, the Residential Board shall notify the Owner of the Unit at the top of the waiting list of conversion of the Unit to Open Leasing Status, and such Owner shall have 90 days within which to lease the Unit or it shall automatically revert back to Restricted Leasing Status and be placed at the end of the waiting list. Once Open Leasing Status is conferred, a Unit shall remain in Open Leasing Status so long as the lease terms previously submitted to the Residential Board remain in effect. At the expiration or termination of such lease, the Unit Owner shall have 90 days within which to enter into a new lease for the Unit or the Unit shall revert back to Restricted Leasing Status. Notwithstanding the fact that a Unit may

be in Open Leasing Status, upon entering into any new lease of the Unit, the Owner must comply with the notice requirements of subsection (b).

b. Notice. Within 10 days after executing a lease agreement for the lease of a Unit, the Unit Owner shall provide the Residential Board with a copy of the lease and the name(s) of the lessee(s) and all other persons authorized to occupy the Unit. In addition, upon the renewal of a lease agreement upon the anniversary thereof, the Unit shall confirm to the Residential Board that the lease continues in effect and that the lessee(s) and other persons authorized to occupy the Unit remain unchanged.

c. Violations. In the event of any failure by the lessee to comply with the terms of these Rules and Regulations, the Residential Declaration, the Bylaws, or any other documents governing the Residential Condominium, the Residential Board shall have the right to levy a charge or fine against the lessee for such noncompliance. If such charge or fine is not paid by the lessee within 30 days of the written notice of the charge or fine, the Residential Board shall have the right to levy the fine or charge against the Unit Owner.

d. Undue Hardship. Notwithstanding the fact that no more than 40% of the total number of Units may be leased, the Residential Board shall be authorized, but not obligated, to allow reasonable leasing of a Unit upon application in accordance with this Section 29 and the Residential Declaration to avoid undue hardship, including, but not limited to the following situations: (i) a Unit Owner must relocate his or her residence outside the greater Raleigh/Durham metropolitan area and cannot, within six months from the date the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (ii) where the Unit Owner died and the Unit is being administered by his or her estate; or (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit, in which case, the Unit Owner must reapply every year for renewal of the hardship exception. If a Unit Owner has complied with this Section and has demonstrated that the inability to lease his or her Unit would result in undue hardship, the Residential Board may permit such Unit to be leased for such duration as the Residential Board reasonably determines is necessary to prevent undue hardship. Any Owner who believes that he or she must lease his or her Unit to avoid undue hardship shall submit a written application to the Residential Board setting forth the circumstances necessitating the leasing, the terms of the proposed lease, and such other information as the Residential Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Residential Board's written approval of the Owner's application. Any transaction which does not comply with this Section shall be voidable at the Residential Board's option.

30. Moving Procedures. The Moving Procedures set forth on Exhibit A (attached hereto) have been adopted by the Residential Board and have been established for all resident moves.

31. Internet/Telephone/Video System. The system providing internet, telephone, and video/television services to the Units is a Multi-Family Housing 3 ("MFH3") system. Most of the components of the MFH3 system are located in the common areas of the Residential Condominium and are Common Elements. Some of the components of the MFH3 system are located in each of the Units and are either Limited Common Elements or components of the Units. A list designating such components as Common Elements, Limited Common Elements, or

components of the Unit is set forth below. The Residential Association has partnered with its service provider to create a standard configuration for the MFH3 system in order to simplify system maintenance as well as stabilize the internet solution for the Units. Modifying or altering the standard configuration may change the overall environment within the Residential Condominium's network and increase maintenance and the cost of maintaining the MFH3 system. Owners shall only have the ability to control the system components defined under "System Components of the Units" below.

a. Common Elements. The components that are Common Elements include, but are not limited to, the following: (i) all head end equipment, (ii) all fiber infrastructures from the MDF on the first floor to the head end on the 22nd floor, (iii) the media converters which convert the fiber to copper on the first floor MDF as well as the 22nd floor, (iv) the fiber from the head end to each of the Units, and (v) all the fiber, copper, and equipment located in the club room.

b. Limited Common Elements. The components that are Limited Common Elements include, but are not limited to, the following: (i) the RG (a device that converts signals traveling over fiber optic cable to signals traveling over copper wire) located in each of the Units, and (ii) the ATA (a device that converts telephone service from digital/IP to analog) located in each of the Units.

c. System Components of the Units. The system components that are components of the Units include, but are not limited to, the following: (i) anything after and not including the RG and ATA, (ii) copper infrastructure including the patch panel, CAT 6 cable, wall plates, and jacks, and (iii) any router/ WiFi router or external switch that the Owner or resident has installed.

32. Weapons of any type are prohibited in the condominium Common Elements except for the express purpose of transporting them between your Unit and your designated parking space(s).

33. Firearms may not be displayed in the Common Elements, including Limited Common Elements other than by law enforcement officers and also for the limited purpose of transporting the firearms across the Common Elements to or from an Owner's Second Tier Residential Unit.

EXHIBIT A

(Moving Procedures – Updated June 5, 2013)

The following procedures have been established for all resident moves. To facilitate your move and eliminate any misunderstandings, we strongly urge that you review the following procedures with your moving company prior to the day of your move.

STEPS IN ARRANGING FOR YOUR MOVE-IN OR MOVE-OUT:

1. Contact the on-site property manager at 919-714-8120.
2. Obtain a date and time-slot on the schedule prior to confirming your moving company. Time-slots will be available Tuesday and Friday from 12:00 p.m. to 4:00 p.m. and no other times. All move-in/move-out times are limited to a three (3) hour period. The loading dock will be designated for your move-in/move-out and loading/unloading purposes.
3. The following fees shall be due and payable to “The Plaza Condominium Owner’s Association, Inc.” at least three (3) days prior to any move-in or move-out: (a) a non-refundable elevator reservation fee in the amount of \$100.00 and (b) a refundable security deposit in the amount of \$300.00. In the event no damage to the Common Elements or otherwise is caused by the move-in/move-out, the \$300.00 security deposit shall be refunded within 2 business days of any move. If any damage is caused to the Common Elements or otherwise during such move, all or a portion of the security deposit may be forfeited at the Residential Board’s sole discretion. The security deposit does not limit the liability of any resident or such resident’s agents that cause damage to any of the Common Elements (including but not limited to the elevators or the hallways), and such resident shall be responsible for all damage caused by any such move. In the event the resident is a tenant and fails to pay any such fees, the Owner of such Unit shall be responsible for such fees and damages.
4. Have your moving company provide the on-site property manager a copy of the moving company’s Certificate of Insurance in advance of your scheduled move.

The moving company must carry insurance, including but not less than the following:

- (a) Commercial general liability insurance. Commercial general liability insurance coverage shall be on an occurrence basis insuring against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity. The minimum limits of liability for this coverage shall be \$1,000,000.00 combined single limit for any one occurrence and \$2,000,000.00 aggregate. The Residential Association and the Property Manager shall be named as an additional insured. Additional insured endorsement shall be attached to the Certificate.
- (b) Automobile liability insurance. The minimum limit of liability for such insurance shall be \$1,000,000.00 combined single limit applicable to owned or non-owned vehicles used in the performance of any move-in or move-out. The Residential Association and the Property Manager shall be named as an additional insured.

- (c) Workers compensation insurance. Workers Compensation including employers liability.

The Insurance Certificate must read as follows:

Insured: The Plaza Condominium Owners Association, Inc.

Additional Insured: CAS, Inc.

THE FOLLOWING RULES APPLY TO MOVING FURNITURE, EQUIPMENT, AND SUPPLIES IN OR OUT OF THE BUILDING:

1. The resident must be present throughout the course of the move-in/move-out to direct the moving company. All moves must occur through the loading dock, and the service elevator. In no instance shall a move be made through the front lobby or in an elevator other than the service elevator. Please be considerate and allow the remaining elevator free for use of other residents.

2. All walls, door facings, elevator cabs and other areas along the mover's route will be inspected by the on-site property manager and moving company personnel before and after the move.

3. The mover must provide and install protective coverings on all walls, corners, door facings, elevator cabs and other areas that may be subject to damage. Protective coverings may not be taped directly to wall surfaces. In addition, flooring protection must be furnished by the moving company on all finished floor areas (hard surfaces and carpet) along the move route. Costs resulting from any floor damage or carpet cleaning required as a result of a resident move-in, in which protection is not provided, will be billed to the resident directly.

4. The moving company is responsible for removing from the property all packaging and protective materials used in the move including boxes, cartons, "picture/mirror" cartons, pallets, corrugated wrapping, plastic sheeting, paper sheets, styrofoam "peanuts", etc. The moving company is prohibited to use the building's trash and cardboard dumpsters for disposal of said packaging material.

5. Any damage to the building or fixtures caused by the move will be paid for by the resident or the resident's moving company.

Any movers who do not comply with the above rules will not be allowed to enter the premises or will be required to discontinue the move.