

1300 St Mary's

Rules & Regulations Proposal: May 23, 2023 [Updated]

Section Index:

1. Parking and Parking Lots
2. Pets
3. Noise
4. Common Areas and Properties
5. Exterior Appearance
6. Maintenance and Use of Individual Units
7. Leasing of Units
8. Home Improvement & Renovation
9. Enforcement of Policies
10. General Nuisance

Appendix A: Architectural Review Application

Appendix B: Home Occupation Definition and Regulation

Appendix C: Move-in/Move-Out Policy

Appendix D: New Resident Form

Appendix E: New Pet Form

Appendix F: Vehicle Registration

1300 St. Mary's HOMEOWNERS' ASSOCIATION RULES & REGULATIONS

These rules and regulations apply to all owners and their families, tenants, and guests. These policies should not be interpreted as superseding any clause contained within the By Laws. The HOA Board reserves the right to make policy changes at any time but shall provide advance notice and time for review and comment by homeowners unless circumstances dictate otherwise.

Reporting Violations. Please direct any complaints or policy violations to a Board member or the Association's management company.

Reporting Repairs. If a common area needs repair, please contact the Association's management company immediately.

Emergency Situations: If you have a water, fire or sewer emergency contact the Association management immediately. For a fire/safety emergency dial 911 first.

1300 St. Mary's HOMEOWNERS' ASSOCIATION RULES & REGULATIONS

1. Parking and Parking Lots

Overview: The parking policies are intended to promote a pleasant property appearance and the safety of residents. Additionally, some policies are aimed at ensuring that residents and their guests continue to have ample and conveniently located parking on a regular basis. Fines and enforcement for violations of this Rule are set forth in this document.

- 1.1. Parking Spaces. Motor vehicles, including motorcycles, must be parked in parking spaces, except during loading or unloading. Handicap parking signs must be honored. Only one vehicle per parking space is permitted. Parking is not permitted at any time in the following places: (a) "No Parking" areas; (b) in front of handicap ramps and garage or driveway entrances; (c) on sidewalks or grass; (d) in fire or traffic lanes; (e) in front of fire hydrants; (f) in front of trash/recycling receptacles; and (g) in front of garages and any other places marked "no parking." Double parking is never permitted.

Residents should park in spaces assigned to their unit unless authorized by the owner of another space. Visitor spaces are available to homeowners with two vehicles but only one assigned space. Homeowners with two parking spaces may use a visitor space for loading or unloading in inclement weather only. If a homeowner intends to use a specific visitor space for a continuous and extended time, they

should provide notice to the property manager. Homeowners are permitted to park two cars on the premises. This applies to their tenants if their unit is rented. Permission for a third vehicle may be granted to homeowners only and not tenants, through a written request to the Board of Directors submitted to the property manager. **Handicapped parking** spaces are intended for use by drivers with a visible permit. Vehicles parked in violation of these rules may be removed at the owner's expense. Neither the Association, Board or member of the Board, Property Manager, nor any employee or agent of the Association, acting pursuant to this Section, shall be responsible for damage to a vehicle that is removed or the expense of its removal.

1.2. Speed Limit. The speed limit within 1300 St Mary's property is 10 miles per hour.

1.3. Vehicle Repair. Vehicle repair is not allowed on the property. Minor vehicle maintenance such as changing wiper blades is generally permitted. Services performed by automobile assistance services are permitted in emergency situations, otherwise, vehicles must be repaired or serviced off the property. Major vehicle repairs may not be done in the parking lot. Owners are responsible for cleaning or costs associated with cleaning any leaked, spilled fluids, or damage to the parking lot. Residents must take measures to protect parking lot surfaces prior to performing any vehicle maintenance.

1.4. Prohibited Vehicles. Vehicles which have expired license plates, flat tires, appear inoperable, or are otherwise deemed a nuisance by the Board are prohibited and may be removed from the property at the Owner's expense. Nonresident homeowners may not store vehicles on the property. No owner or resident may regularly keep on the property any large commercial-type vehicle or trailer, any recreational vehicle (including, but not limited to, campers, boats, motor homes, trailers, and jet skis), or any other vehicle which is not street legal or otherwise deemed inappropriate by the Board. No trucks shall be permitted except for standard 2 ton or less pickup trucks or smaller sized trucks.

1.5. Extra Vehicles. Households with extra vehicles may park those vehicles in a visitor space and register that vehicle with the property manager. Generally, extra vehicles are defined as the greater of one per unit.

1.6. Anti-Theft Alarms. Residents who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other residents for more than a reasonable amount of time after being notified.

1.7. Registering with Property Management. All residents must provide the Association's Property Management Company with the current license plate number of all vehicles regularly kept on the property on move-in or annual registration. If this information is not provided and the vehicle is removed for any reason, the vehicle owner shall hold the HOA, its employees, and agents harmless for the cost of removal and/or cost of repairs.

1.8. Bicycles. Bicycles must be stored only in places explicitly designated by the Board for the storage of bicycles or in the owner's/resident's unit or storage unit, **not on balconies**.

2. Pets

Overview: 1300 St. Mary's is a pet-friendly community; however, residents must ensure that their pets do not disturb or create a nuisance for others. No animals, including those considered "exotic," poisonous or livestock or poultry of any kind shall be kept or maintained in any unit or any dwelling except for dogs, cats, or other household pets. Raleigh City Ordinance Sec. 12-3011 and these Rules & Regulations require unit owners, residents, and guests to promptly clean and remove waste deposited by pets in common areas.

Pets shall not be allowed to behave in a manner annoying or offensive to others or to damage landscapes, plantings, or structures. Pet and unit owners are responsible for restoring any physical damage to the grounds and plants caused by their pets. Pets are not allowed inside the fitness center or the fenced pool/grill area. Spotting that results from a pet accident inside the common areas of a building shall be immediately cleaned and restored to good condition by the owner of the pet or unit.

No owner may have more than two pets at a time, excluding fish.

2.1. Control. All pets must be restrained on a hand leash when outside a homeowner's unit. Pets may not be left unsupervised and must be leashed and held by a person capable of controlling the animal while in any common element of the property. Unsupervised pets may not be restrained by leashing or chaining to an object. Unleashed pets, including cats, are not allowed outside of units.

2.2. Where Pets May Be Walked and Allowed to Relieve Themselves. Pets owners should take care when walking their animals and not be in the road in harm's way of vehicles. Pets are expressly prohibited in the community rooms, pool area and fitness center. Pets are not allowed to relieve themselves on any part of the building, garages, trash/recycling facility, signage, or landscaping. Dogs should be encouraged to relieve themselves only in the dog relief area near the dog station.

2.3. Pet Waste. Pet owners are responsible for immediately cleaning up after their pets defecate in any portion of the property including the dog relief area. Owners are responsible for ensuring that their pets do not urinate or defecate inside the main building. If such happens, the owner is responsible for immediately cleaning up the floor, carpet, or elevator. The HOA Board may require permanent removal of any pet that repeatedly soils the floors or carpet.

2.4. Outdoor Feeding. Feeding bowls for pets or wild animals may not be left outside. This includes bird or squirrel feeders.

2.5. Pet Services. Residents may not operate pet boarding, breeding, pet adoption services, or other commercial pet services from their

individual units or elsewhere on the property.

- 2.6. Nuisance. Loud and persistent pet noises, offensive pet odors, or insects (such as fleas and ticks) emanating from a unit must be avoided. The Board may require permanent removal of any pet when the pet or its owner has repeatedly violated the policies or, in the opinion of the Board, the pet has become objectionable or constitutes an unreasonable nuisance to any other owner or resident.
- 2.7. Owner Liability. The unit owner is liable for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the property by any resident, family member, tenant, or guest.
- 2.8. Local Ordinances. Pet owners must comply with all City of Raleigh ordinances regarding pets. Raleigh city ordinances require pets to be licensed, to wear a license tag, and to be vaccinated against rabies. Pets must be registered with the property manager to demonstrate compliance with these requirements.

3. Noise

Overview: The 1300 St. Mary's building is unique, and the frame is old, and thus, difficult to completely soundproof. Residents are asked to limit noise that may disturb others' enjoyment of their property. Please be considerate when adjusting television or audio system volumes, moving objects along the floors, and engaging in other activities that may be heard in adjacent units. Out of respect for neighbors all residents will control their noise levels especially during "courtesy hours," as defined below.

- 3.1. Appliances. Residents should try to avoid operating appliances that could be heard in adjacent units such as washers, dryers, and vacuum cleaners' residents during "courtesy hours."
- 3.2. Home Projects or Construction. Construction or other home projects which are noisy or otherwise disturbing to neighbors may be conducted only during the following hours: Monday- Friday 8:00am to 6:00pm; Saturday and Sunday 11:00am to 6:00pm.
- 3.3. Noise. Residents and homeowners are responsible for maintaining a reasonable noise level in their units and in the common areas.
- 3.4. "Courtesy hours" shall be recognized as 11:00pm to 8:00am.

4. Common Areas

Overview: Common areas are generally defined as all areas of the property except the interior of units or other elements specifically defined in the By Laws. Residents share the use of common areas. Thus, the collective needs of the community must outweigh the individual desires of a particular resident or owner.

Amenities are for the exclusive use of residents and guests. Nonresident owners may use amenities upon request and with permission of the Board of Directors. Amenities include the following common areas: grills, pool, fitness center, lobby, meeting room, and parking lots and garage, and storage locker room.

- 4.1. Tampering. Tampering with common area water, lighting, sprinklers, pool equipment, fire safety equipment, thermostats, or other common area equipment or devices is not allowed.
- 4.2. Modification. No owner or tenant may construct, alter, modify, remove, plant, landscape, trim, or otherwise perform any work upon any Common Areas without prior written approval of the Board.
- 4.3. Outdoor Decoration. Personal yard ornaments such as statues, bird baths, decorative flags, etc. are not permitted in common areas or within common area planting beds. Nothing may be attached to the building or other building structures, including but not limited to exterior wall art, flag poles, planters, plaques, and lights.
- 4.4. Smoking – Common Areas. Smoking is not permitted in interior common areas or within 25 feet any of the entrances to the main building. Smoking is also prohibited in the pool area. Cigarette butts must be disposed of in proper receptacles, not on the ground. Dirty ashtrays may not be left outside.
- 4.4.1. Smoking – Units. Residents may smoke within units; however, Unit Owners are responsible for ensuring that all cigarette/cigar odors and/or smoke are contained within their units. Unit Owners are required to take measures inside of their units, such as the installation of additional caulking or air cleaners, to prevent smoke and/or odors from entering the common areas or other units. If you or your guests are smoking within your unit, it is your responsibility to understand fire safety and prevention.
- 4.5. Common Area Furnishings. Additional furniture or other items may not be placed in interior or exterior common areas (which include hallways.) Common area furnishing and equipment may not be rearranged or relocated to other areas of the property without the permission of the Board.
- 4.6. Grills. Use of the grill area by the pool is for resident use only. Users should always turn off the gas at the grill tank for safety reasons and clean the grill as a courtesy to others when finished. All excess food and beverages, cooking tools and serve ware, refuse and the like should be removed after each use. Any items brought into the pool area by guests or residents must be removed when they leave. No other grills are allowed on the property, *this includes balconies*.
- 4.7. Pool. Only residents and persons accompanied by them may use the swimming pool and fitness center but do so at their own risk. Nonresident owners may use the pool facilities upon request and with permission of the Board of Directors. The 1300 St. Mary's HOA is not responsible for injuries or accidents to owners, residents or guests resulting from using the pool and pool area. There is no lifeguard on duty. Residents/owners and guests swim at their own risk. All users are required to obey all published and posted rules and must be properly attired. Opening and closing dates for the pool, and hours for its use, will be established by the Board each season.
- 4.7.1. Beverages in the pool area are allowed only in non-breakable containers. All costs incurred to remove broken glass from the pool or pool area, including, but not limited to draining and refilling the pool, will be assessed to the responsible person or persons who violate this rule. All food, wrappers, containers, and other trash should be removed after using the pool area. If costs are

incurred for any additional cleaning of the area, the violator will be invoiced for the cost of the cleanup. The Raleigh Fire Department requires that pool gates may never be left open or unlocked. Users at gatherings in the pool area should minimize noise levels so as not to interfere with the comfort and peaceful enjoyment of others. Non-resident Owners who lease their unit, relinquish their pool privileges to the tenant during the term of the lease. Sunbathing in common areas is allowed only inside the fenced pool area and never on lawns.

- 4.7.2. Hours of Operation. The pool will remain open from approximately Memorial Day through Labor Day. This may change at the discretion of the HOA. The pool may be used from sunrise to 11:00 pm during the pool season or as designated by the Board.
- 4.7.3. Guests. No more than six people (residents plus their guests) per unit are allowed at the pool area at any given time. Guests may use the pool only if an owner/ resident of the unit the guest is visiting is present. Any owner/resident may ask a guest to leave if their host is not present.
- 4.7.4. Pool Parties. Pool parties are not permitted, unless as an organized HOA party for all residents. A gathering more than six people (including residents and their guests) is subject to the requirements in 4.7.15.
- 4.7.5. Children. All children using the pool must be supervised by an adult. Children wearing diapers are not permitted in the pool. Children who are not completely toilet trained are required to wear leak proof swim wear. An adult accompanying child using floating devices of any kind must be in the water or at the water's edge supervising their children.
- 4.7.6. Proper Attire. Proper swim attire is always required. Cutoff jeans or frayed clothing are not allowed in the pool. Swimmers must remove all loose objects such as earrings, bobby pins, clips, etc.
- 4.7.7. Health and Hygiene. Showers are required before swimming. Any person having an apparent skin disease, including open sores, inflamed eyes, cough, cold, nasal discharge, diarrhea etc. is prohibited from using the pool.
- 4.7.8. Appropriate Behavior. Diving, running, pushing, wrestling, or causing a disturbance in or out of the pool is not permitted. Radios and other music devices may only be used but should not interfere with others' enjoyment of the pool area. Residents may request that music be discontinued if it interferes with enjoyment of the pool area.
- 4.7.9. Prohibited Items. No glass containers of any kind are allowed within the perimeter of the pool fence. Any cost associated with clean-up of broken glass, including pool cleaning, will be assessed to the resident responsible (as stated above). Use trash containers for disposal.
- 4.7.10. Smoking. Smoking is prohibited within the pool area.
- 4.7.11. Animals. No pets or animals are allowed within the perimeter of the pool fence.
- 4.7.12. Pool Telephone. The pool telephone is for 911 emergency use only.
- 4.7.13. Pool Furniture. Towels should be used on the pool furniture. Umbrellas should be lowered after use.
- 4.7.14. Pool Equipment. No Pool equipment, such as toys and floats, may be left at the pool.
- 4.7.15. Extra Guests. Any resident wishing to use the pool area for a group larger than 6 people must notify the HOA to request permission at least one week prior to the event. Residents requesting extra guests must provide the Board & Community calendar with the date, time, and number of outside guests expected. Unit owners will be responsible for any damages or cleaning charges resulting from their own, tenant or their guests use of the space. Residents may not reserve the pool for private functions. The pool area may not be used for regularly recurring events, e.g., occurring once per month or more, other than HOA-related meetings.
- 4.8. Fitness Center. The fitness center is for the exclusive use of owners and guests. The 1300 St. Mary's HOA is not responsible for injuries or accidents to residents or guests resulting from using the gym/gym equipment. Only equipment owned by the HOA may be kept in the Fitness Center. The use of any fitness equipment is at user's own risk. Any costs of damage resulting from vandalism or improper use of the Fitness Center or equipment will be assessed to the resident responsible. Contact property management if any of the equipment is broken or not working properly. Residents may hire personal trainers. Residents may be hired by other residents as personal trainers/class instructors. The HOA is not responsible for injuries or accidents due to the activities of a personal trainer or any individual providing training services. Non-resident Owners who lease their unit, relinquish their fitness center privileges to the tenant during the term of the lease. Please remember this is not a public gym and be respectful of your neighbors and do not drop weights or spend more than 40 minutes on a machine if someone else is waiting.
- 4.8.1. Maintenance of Equipment. Equipment must be wiped down after each use. All Fitness Center items must be returned to their proper storage area after use.
- 4.8.2. Music Devices. Music devices must not interfere with others' enjoyment of the Fitness Center. Any requests to turn down or turn off music devices without earphones must be honored.
- 4.8.3. Children. No children under the age of 16 are allowed to use the gym. Children using the gym must be always supervised by an adult.
- 4.8.4. Alcohol and Smoking. Residents and guests may not use equipment while under the influence of alcohol or any controlled substance. Smoking is not permitted in the Fitness Center.
- 4.9. Non-Resident Use of Common Facilities. Unit occupants are responsible for their non-resident guests and their behavior. Unit Owners are responsible for all damage caused by non-residents they or their lessees allow onto the property. Non-residents may be asked to leave, and gatherings disbanded if nuisance conditions arise. The Board reserves the right to ask anyone at any time to cease use of common facilities for safety or nuisance reasons. Residents are responsible for ensuring that their guests obey the quiet hours. Residents are reminded that the pet area, parking lots, and all common areas all border units and even "normal" social activity may be too noisy for quiet hours.
- 4.10. Roof. Residents are prohibited from accessing the roof of any building without Board approval. Contractors and service personnel must contact the Property Manager to arrange for roof access for repairs.
- 4.11. Elevator. The passenger elevator must be reserved for moves or large deliveries and the \$250 deposit paid, and mover certificate of insurance provided, before elevator coverings are placed for the move. Otherwise, the elevator is for owners and guests only. Please

see the move-in/move-out policy (Appendix C) for more information. Elevator pads must be hung on the walls every time the elevators are used to move large, heavy, or multiple furnishings or appliances and construction materials. Lobby furniture and elevator carpets should also be protected when using the elevator to move personal property. Unit owners are responsible for all damage that may be reasonably attributed to failure to comply with this rule.

- 4.12. Logos and Other Intellectual Properties. Official logos and other intellectual properties of the HOA may not be used by owners, residents, or anyone else without the written permission of the HOA Board.

5. Exterior Appearance

Overview: These policies are intended to promote a pleasant community appearance and preserve property values. The exterior should present a uniform and upscale appearance consistent with the historic nature of the property.

- 5.1. Signs. No sign, poster, display, or other advertising device of any kind shall be displayed to the public view on doors, in windows, or on any portion of the property, including balconies. Sale and leasing information may be placed in the designated for sale sign area to be determined by the HOA. This includes realtor signs. Rental agency signs are prohibited at 1300 St. Mary's.
- 5.2. Trash. Garbage, discarded items, or other waste material must be placed in designated containers and may not be placed in the common corridor outside a unit, on balconies, on sidewalks, on exterior landings, or in other common or limited common areas. Do not place household trash in common area waste cans intended only for incidental use. The bags deposited should contain household waste only and no recyclable items, cardboard, or construction material. Cardboard boxes are to be broken down and deposited in the recycling dumpster designated for that purpose. Additional recycling rules may be established and distributed separately to homeowners in the discretion of the Board of Directors.
- 5.3. Doormats. Doormats, other than those owned and provided by the HOA, are not permitted in the interior common corridors of the building. Such doormats must be placed inside each individual unit, per fire code.
- 5.4. Door/Entrance Decorations. Unit entry doors are permitted to have door decorations at any time so long as they comply with the following standards:
1. Door decorations shall be made of high-grade materials and shall not be offensive to others. Lewd, obscene, or suggestive door decorations are not permitted and can be removed immediately by the HOA representatives or its agent.
 2. No plastic flowers, flashing lights, or fluorescent-colored decorations will be permitted.
 3. Decorations shall be appropriate for the season and no political or athletic team regalia shall be permitted.
 4. Decorations shall span no more than 24 x 24 inches in area or its equivalent and shall not project from the door more than 5 inches.
 5. Decorations shall be kept in good and attractive condition. Decorations that start to show wear shall be removed promptly by the Unit Owner.
 6. And door decorations shall meet fire code regulations.
 7. No items shall be placed outside Unit Entry doors per city fire code.

If door decorations meet the criteria outlined above, Unit Owners do not need Board approval. If decorations do not meet these criteria, Unit Owners must submit a request for approval to the Board which shall indicate the size, materials, and a photograph of the proposed decorations. A written complaint made to the Board may be sufficient cause for removal of any door decoration. Hardware used to display decorations must be removable without damaging the door surface. The cost of repairing and repainting a door will be assessed to the Unit Owner.

- 5.5. Realtor Lock Boxes. Realtor lock boxes, or similar items, may not be placed on doors or in spaces exterior to a Unit. Lock boxes are allowed only on the railing at the east (rear) entrance to the building.
- 5.6. Hanging Laundry. No laundry, including towels and bathing suits, or other household items, including but not limited to mops, brooms, and rugs, shall be hung, dried or aired in any common or limited common area such as exterior landings, balconies, parking lots, fencing, or from windows.
- 5.7. Storage. Personal property of any kind may not be stored temporarily or permanently on exterior landings, sidewalks, in parking lots, on or under porches, in corridors, or in other common areas, general or limited. All personal property must be kept inside units or storage lockers unless other policy provisions explicitly make allowances, e.g., approved porch furniture. Do not leave personal property in the corridors of the main building. If you plan to be out of town, please make arrangements for a neighbor to pick up newspapers and deliveries.
- 5.8. Toys. No toys may be left on sidewalks, balconies, parking lots, or in other exterior common areas.
- 5.9. Windows. Any window coverings must be white or a light neutral on the side facing out, e.g., white/light neutral liners if necessary. If a homeowner is in doubt as to whether a window covering will meet the requirement, they should consult with the property manager. Window appearance may not be altered by installing adhesive "films" that are tinted or frosted glass, foils, decorative screens, or any other method that disrupts the uniform appearance of the windows without the express approval of the Board. Window hardware may not be visible from the outside.
- 5.10. Unit Entry Doors. All unit entry doors must be painted a uniform color as determined by the Board. Replacement doors must match all other units' entry doors. Residents are responsible for cleaning and maintaining their doors and thresholds. All entry door hardware including, but not limited to, doorknobs, peepholes, keypads must be uniform. All door hardware finish must be brushed nickel and conform to the original hardware. Any deviations in door hardware must be approved by the Board using the architecture change

document.

- 5.11. Security Bars. Burglar bars on doors or windows are not permitted.
- 5.12. Plants. Plants are permitted on units with balconies as long as the plants are healthy, regularly maintained, in solid color containers approved by the Architectural Review Committee (i.e., no plastic nursery pots), and do not pose a nuisance or hazard to other residents. Empty pots, planters, or gardening supplies may not be kept on balconies. Plants should not hang through balcony spindles. Please see instructions for Balconies for further guidelines and rules.
- 5.13. Maintenance. Residents are responsible for keeping entry areas, walkways, steps, and landings to individual units clean, neat, and uncluttered.
- 5.14. Insect Traps. Electronic and chemical insect traps are not permitted in common areas, limited or general, without the permission of the Board.
- 5.15. Balconies. Permanent outdoor furniture is permitted on balconies if it is of a reasonable quality and finish, is appropriately sized, is kept in good repair and conforms to any other HOA guidelines. Wood and metal are preferred but plastic furniture is acceptable if it is of high quality/grade plastic. Furniture intended for indoor use is not permitted on balconies. Outdoor furniture or other items may not be in a manner that impedes entry or exit to main entrances, fire escapes, or individual units. Movable objects such as pots, plants and accessories that could cause injury or damage by falling, shall not be placed on unsecured open window ledges, porch railings, or balconies. **All items should be secured inside during inclement weather.** No rug, mop or fabric may be hung on or shaken from windows or balconies. Care must be used in sweeping or washing balcony floors and watering plants so that neighbors and pedestrians below are not affected. Bird baths, animal feeders and birdhouses are not permitted on balconies, windows, or ledges. Plastic or imitation grass is not permitted on balconies. Residents shall provide access to balconies when needed for maintenance or repairs to the exterior of the building. For additional restrictions see By Laws.
- 5.16. Exterior Lighting. Holiday lighting and decor is permitted from Thanksgiving week through January 15th. Any such holiday lighting must use white non-blinking bulbs.
- 5.17. Unit Owners. Unit owners are responsible for tenants following all exterior appearance rules.

6. Maintenance and Use of Individual Units

Overview: Residents share structural elements, e.g., walls, floors, etc., with at least one other neighboring unit. Poor maintenance and inappropriate use of a unit can damage other units and interfere with residents' enjoyment of their home.

- 6.1. Plumbing Repairs. Each Unit Owner is responsible for promptly fixing leaks in all plumbing lines, plumbing fixtures, lavatories, sinks, tubs, shower stalls, water heaters, or other plumbing fixtures inside a unit.
- 6.2. Electrical Interference. No equipment may be operated from a unit in such a way that electrical or audio interference is created in adjacent units.
- 6.3. Business and Commercial Activity. Each unit is restricted to residential use as a single-family resident pursuant to the By Laws. This provision does not preclude professional or administrative occupations merely incidental to the use of the unit as a residential home without external evidence thereof and that do not significantly increase traffic into the property or affect parking of residents. It is the intent of this section to permit "home occupations" as defined in the Raleigh Unified Development Ordinance as of October 16, 2014 (see Appendix B). Common areas may not be used for commercial activity.
- 6.4. Move-In & Fee. When a unit is sold and ownership is transferred, or rented, or occupants are increased through rental or other arrangements, and said increase involves a household move, the owner(s) must notify the Property Management Company no later than seven days prior to the move out and move in dates and provide the name and contact information for the new owner(s) or tenant. Each party moving out or in must first pay a \$250.00 non-refundable fee 1300 St. Mary's HOA sent to the Property Management Company. Proof of insurance for moving companies shall also be provided. Owners of any unit being moved out of or into are primarily responsible for payment of the fee and all damage that is attributed to the moving process. Movers for hire used in any move must be registered and insured and proof of insurance must be provided to the property manager prior to the move. The lobby furniture and elevator should be protected as provided in the 1300 St. Mary's Move-in/Move-Out Policy Appendix C. Moving is only allowed between the hours of 9:00 AM and 7:00 PM on Monday through Sunday. Unattended building doors should not be left open. If the door must stay open it must be attended and propped with an approved door stop. Placing tools, sticks, rocks or other items between the door and door frame to hold it open is not permitted. The party moving in must properly dispose of all materials, boxes, and packaging in accordance with the 1300 St. Mary's Move-In/Move-Out Policy Appendix C. Any invoiced fees for damage are due within 30 days and are subject to late fees thereafter.
- 6.5. Storage Units. Gasoline, kerosene, turpentine and similar combustible or accelerant products shall not be kept in storage lockers or anything outside of fire-code. Wine, alcohol, paint, and similar noncombustible products are not prohibited by this rule. Light fixtures in storage closets are not grounded or rated for appliances and may not be used as an electrical source for appliances and other devices or equipment that require grounding.
- 6.6. Other. Board members, the Property Manager, its employees and other persons authorized by them shall have the immediate right to enter any unit and its limited common areas, whether or not the unit owner or resident is present, to investigate and make emergency repairs needed to remediate or abate a condition suspected of originating therein and threatening any unit, common area or limited common area. Persons acting pursuant to this Rule shall incur no liability in the proper execution of their duties. Residents are strongly urged to leave a key to their unit with the Property Manager to avoid forced entry in case of emergency for which the Owner would be financially responsible.
- 6.7. Monthly Dues. Monthly dues are payable on the first (1st) day of each month and are considered late if not received on or before the thirtieth (30th) day of the month when due. Assessments and fines are considered late if not received on or before the date established for payment. In the event of late payment or nonpayment, it is compulsory that the Board of Directors "take prompt action" to collect dues that remain unpaid for more than thirty (30) days and to notify the holder of the Mortgage on the delinquent unit of the Owner's default. A late fee of \$20 will be charged for payments not received by the 30th of each month.

Other provisions relating to the collection and enforcement of amounts due are incorporated in these Rules & Regulations by reference.

Safety Inspections: The Board may from time to time recommend and/or mandate that Owners conduct safety inspections and implement additional safety precautions and measures not specifically mentioned elsewhere in these Rules & Regulations if it deems such actions necessary or appropriate for safety or security reasons or to protect the property of Owners and/or the Association.

7. Leasing & Sales of Condos

Overview: Some units within 1300 St. Mary's are leased to residents. We welcome these neighbors to our community. The following policies are needed to protect the community against the occasional inconsiderate renter or landlord. All rules and regulations for the move-in/out policy must be followed by all renters. Units may not be leased for a term of less than 6 months. No short-term vacation stays or corporate arrangements less than 6 months for a fee are ever allowed (i.e. Home away, Air BNB, VRBO, etc.) No more than two persons over the age of eighteen unrelated by blood or marriage shall reside in any single unit for more than 30 consecutive days in any one calendar year.

Subleases are not allowed for any period of time this includes short term rentals. Unit owners shall notify the Property Manager in writing within five (5) days after signing a lease for any unit. Lessors will use the NC Bar Association approved residential rental lease agreement or comparable document. The Notice shall be signed by the owner(s) and tenant(s) and include the name, address, and contact information for all persons who will have permission to occupy the unit during the lease term. The Notice shall certify that the lease contains language that (a) incorporates by reference the Rules and Regulations and By-Laws; (b) requires the tenant(s) to strictly comply with those documents, (c) states that the tenants' failure to comply with those documents will constitute a breach of the lease, and (d) that the tenant(s) have received and reviewed those documents. The unit owner shall bear full responsibility for enforcing all terms and conditions of the condominium documents and all existing and subsequent policies and decisions adopted by the Board. Unit Owners are responsible for all damage that may be reasonably attributed to their tenant.

- 7.1. Application of Policies. The HOA Policies are automatically a part of each lease (even if they are not attached). Unit Owners are responsible for making sure that their tenants have a copy of and follow the policies.
- 7.2. Notification. Unit Owners must provide the Property Management Company & Board with a copy of the lease prior to the tenant moving in. The rental charge may be blacked out. It is the Unit Owner's responsibility to notify the Board of any tenant changes. The owner is responsible for collecting all keys and key fobs provided and made during the previous tenant's lease.
- 7.3. Liability. The Unit Owner is liable for all damage caused by tenants, their guests, or pets to any Common Area, limited or general, of the property.
- 7.4. Eviction of Tenants. With prior notice to the Unit Owner, the Association has the right to evict a Unit Owner's tenant who has substantially or repeatedly violated the Association's policies.
- 7.5. Open Houses. Should a realtor want to hold an open house for a unit owner, the realtor must contact the Property Manager at least 7 days in advance and ensure it has been communicated to residents. During the open house, no doors should be propped open, and visitors must be accompanied by the realtor or representative at all times.
- 7.6. Move-In & Fee. When a unit is sold and ownership is transferred, or rented, or occupants are increased through rental or other arrangements and said increase involves a household move, the owner(s) must notify the Property Management Company no later than seven days prior to the move out and move in dates and provide the name and contact information for the new owner(s) or tenant. This rule applies for any renter moving in or out. Each party moving out or in must first pay a \$250.00 non-refundable fee to 1300 St. Mary's HOA sent to the Property Management Company. Proof of insurance shall also be provided for all moving companies. Owners of any unit being moved out of or into are primarily responsible for payment of the fee and all damage that is attributed to the moving process. Movers for hire used in any move must be registered and insured, and proof of insurance must be provided prior to the property manager prior to the move. The lobby furniture and elevator should be protected as provided in the 1300 St. Mary's Move-in/Move-Out Policy Appendix C. Moving is only allowed between the hours of 9:00 AM and 7:00 PM on Monday through Sunday. Unattended building doors should not be left open. If the door must stay open it must be attended and propped with an approved door stop. Placing tools, sticks, rocks or other items in the door and door frame to hold it open is not permitted. The party moving in must properly dispose of all materials, boxes, and packaging in accordance with the 1300 St. Mary's Move-In/Move-Out Policy Appendix C. Any invoiced fees for damage are due within 30 days and are subject to late fees thereafter.
- 7.7. Other. Unit Owners must adhere to the requirements regarding the leasing of units found in the By Laws and with any applicable state and local laws and ordinances.

8. Home Improvement or Renovation

Overview: The interior of units offers many possibilities for home improvement, upgrades, and unique interior designs. The individual design and upgraded features of units is one of the unique characteristics of 1300 St. Mary's. The following policies are not intended to discourage improvement of units. Rather, upgrades in a neighbor's unit can improve property values for all the owners and are generally encouraged. The following policies ensure that such work does not unnecessarily interfere with other units, create liability for the community, compromise the structure of the buildings, or violate requirements related to the historic nature of the property.

- 8.1. Architectural Review. No owner or resident may make any structural addition or alteration, alter or change mechanical systems, perform significant electrical or plumbing work, alter the appearance of any common element, alter the exterior appearance of a unit, or breach unit floors, ceilings, exterior walls, or building roofs without written permission of the Board. Owners seeking to perform renovation within their unit must submit to the Board the "Architectural Review Application" found in Appendix A of this document.
- 8.2. Board Inspection. The Board, its management agent, or other authorized agent must be permitted to inspect any modification requiring Board approval before, during, and/or after completion of the project.
- 8.3. Exterior Modifications. No exterior alteration is allowed unless expressly permitted by the Board.
- 8.4. Antennas/Satellite Dishes. No radio station or shortwave operator of any kind shall operate from the property or any individual unit. So as not to jeopardize the historic designation of the property, no exterior radio antenna, C.B. antenna, television antenna, satellite dish, or other exterior antenna of any type shall be erected without Board approval.
- 8.5. Other. The Board cannot anticipate every potential alteration and must have a mechanism to address instances in which the By Laws or rules and regulations are ignored or an application process was bypassed. Thus, the Board reserves the right to require the removal of

alterations and/or restoration of property in instances where the Board finds a violation of covenants or HOA policies or for which there was no advance Board approval.

9. Enforcement of Policies

Overview: There may be an occasional resident or owner whose actions violate HOA policies or otherwise interfere with others' enjoyment of the property. Thus, the Board and/or its authorized agents must have mechanisms for enforcing policies.

- 9.1. Strict Enforcement. These policies will be strictly enforced. If the policies are violated by any owner, tenant, or guest of a resident, the owner will be responsible for corrective action, damages, and/or fines.
- 9.2. Fines. The Board may assess fines against an Owner for violations of policies contained in the Declaration, Policies, or other relevant documents committed by an owner, the owner's tenant, or the owner or occupant's family, guests, employees, contractors, agents, tenants, or invitees. Violations of the Rules and Regulations, By-Laws, and other Resolutions and Directives adopted by the Board will be called to the attention of the violating owner or resident and, in the discretion of the Board, a warning shall be issued directing compliance within a specified time. If the violation continues after the time specified, and after the opportunity for a hearing is extended and a hearing is held or the opportunity waived, the Board may assess a fine up to \$100.00 for each violation. The fine may be assessed daily in the discretion of the Board if the violation continues for more than five days after the specified compliance period expires. All violations and fines may be published in the minutes of Board of Director meetings.
- 9.3. Payment of Fines. Fines and/or damage charges are due to property management within 30 days of assessment. The charge for a returned check is \$25.00 plus bank charges incurred by the Association.
- 9.4. Pecuniary Loss. In addition to fines, the Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of common areas or facilities by the Owner or the Owner's family, guests, agents, occupants, tenants, or tenant's guests.
- 9.5. Property Removal. All property stored or displayed in common areas in violation of HOA policies may be removed and disposed of by any Board member or management company representative at any time without notice.
- 9.6. Vehicle Removal. Prohibited vehicles may be removed from the property. If necessary, vehicles parked in violation of HOA policies may be removed and/or stored without the permission of the vehicle's owner or operator. Notice and removal will be in accordance with state and/or city statutes. A Unit Owner is liable for all costs of towing vehicles parked illegally or in violation of HOA policies whether that vehicle is owned by the Unit Owner, his/her family, guests, the owner's tenants, or tenant's guests.
- 9.7. Exceptions. The Board will grant an exception to a policy only under unusual circumstances and to the extent that the exception does not violate the Declaration or By Laws and is clearly communicated in advance of granting said exception.

10. General Nuisance

No unsafe, noxious, offensive, or illegal activity or odor is permitted on any portion of the property. No activity shall be conducted on the property which in the judgment of the Board might reasonably be considered annoying to neighbors of ordinary sensibilities or might be reasonably calculated to reduce the desirability of the property for quality living. No person may do anything that will increase insurance rates for common area improvements without prior written consent of the Board or which may cause common area improvements to be uninsurable or which may cause any policy to be canceled or suspended or materially modified by the issuing company. The Board shall have the right to determine if any noise, odor, interference, or activity constitutes a nuisance or unreasonably affects insurance or liability. All units shall be kept clean, sanitary, and free of pests, vermin, and unpleasant odors. Noise levels should be reduced between 11:00 PM and 8:00 AM. When not being used for ingress or egress, entrance doors to units shall remain closed to eliminate or mitigate sounds and odors from migrating to common areas or other units. If noises or odors, including particularly sound devices and tobacco smoke, are determined by the Board to be offensive to others, the responsible unit owner(s) shall implement and utilize all reasonable means, devices, and equipment necessary to eliminate the offending condition as required by the Board at the owner's expense.

APPENDIX A

1300 St. Mary's ARCHITECTURAL REVIEW APPLICATION

Please submit a copy of the completed form to the 1300 St. Mary's HOA Board and property management. One copy reflecting the action taken by the Board will be returned to you for your records. All owners of a unit must be listed and must sign this request. The Board will make every effort to respond to a request within 45 days. Modifications may not commence without approval of the Board.

NAME OF OWNER(S):

Unit Number:

CURRENT ADDRESS:
(If not at 1300 St. Mary's)

EMAIL ADDRESS:

TELEPHONE NUMBERS:

SCOPE OF WORK SUMMARY: _____

CONTRACTOR NAME, LICENSE NUMBER, INSURANCE & CONTACT

INFORMATION:

DATE MODIFICATION WILL BE COMPLETE:

Please answer *yes* or *no* to each of the following items:

Will permits be needed?

Will the modification involve HVAC or any ☐ Yes ☐ No
other mechanical system?

Will the modification involve plumbing? ☐ Yes ☐ No

Will the modification involve electrical work? ☐ Yes ☐ No

Will the modification affect any structural element of the building? ☐ Yes ☐ No

Will the modification in any way alter the exterior appearance of the unit? ☐ Yes ☐ No

Will the modification alter the operation or appearance of a window? ☐ Yes ☐ No

Will the modification in any way breach the roof of the building? ☐ Yes ☐ No

Will the modification breach the unit's floor? ☐ Yes ☐ No

Will the modification breach the wall of an adjoining unit? ☐ Yes ☐ No Will the
modification in any way affect adjacent units? ☐ Yes ☐ No

DESCRIPTION OF PROPOSED MODIFICATION:

Please describe the proposed modification in detail. If necessary, attach additional pages, diagrams, or supporting documents. If you answered *yes* to any of the previous questions, please include an explanation within your description of the proposed modification.

OWNER'S ACKNOWLEDGMENT: I/we understand that:

1. Material herein contained will represent alterations that comply with the zoning and building codes of the City of Raleigh and Wake County to which the property is subject. Further, nothing herein contained will be construed as a waiver or modification of such ordinances. The owner is responsible for obtaining the necessary permits prior to the commencement of modifications.
2. No work will commence until written approval from the Board has been received by the owner. Any construction or alteration before the approval of this application is not allowed, and if alterations are made, I/we may be required to pay all legal expenses incurred.
3. Members of the Board or management may make routine inspections. Approval, if granted, is solely meant as a waiver from the restrictions in the Declaration or HOA Rules and is not meant to comment or advise on the fitness or safety of any proposed alteration or modification.
4. This request is subject to restrictions by the Declaration, HOA Policies, and the review process established by the Board. Any variation from the original application must be resubmitted for approval. A copy of this request will be returned to me/us after review by the Board.
5. I/we acknowledge and agree that I/we will be solely liable for any claims, including without limitation, claims for property damage or personal injury which result from the requested addition or modification. I/we hereby indemnify the Association, the Board, and the management company from and against any and all such claims.
6. Unit owners are responsible for ensuring that common areas are protected during renovations. If Common areas are not protected, unit owners are subject to fines due at HOA's discretion.
7. Construction Teams are not to use the Residential dumpsters. If a dumpster is needed, the location must be approved by the Board.
8. ARC approval shall in no way constitute appropriate approval by relevant governmental planning authorities

in cases where such approval is necessary.

Signature of Owner

Signature of Owner

(All owners of the unit must sign the application).

DATE RECEIVED BY THE BOARD:

ACTION BY THE BOARD:

☐ Approved as submitted.

☐ Denied

☐ Approved subject to the following conditions:

Signature of Authorized Board Member Date

Appendix B

Home Occupation Definition and Regulation per Raleigh Unified Development Ordinance (Article 6.7.3.D.) as of October 16, 2014

Home Occupation

An occupation that provides a service or product that is conducted wholly within a residential dwelling in a Residential District.

1. No nonresident employees are allowed. Clients, customers, patients and visitors are not allowed to visit the premises.
2. No display of goods, products, or services shall be visible from outside the dwelling.
3. The home occupation shall not exceed 25% of the livable portion of the dwelling.
4. No business storage or warehousing of material, supplies or equipment is permitted outdoors. Storage is permitted in the principal dwelling unit or in a fully enclosed accessory structure only.
5. There must be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of a home occupation.
6. No equipment, vehicle or process may be used that creates excessive noise, vibration, glare, fumes, odors, or electrical interference.
7. Only 1 vehicle used in connection with the home occupation shall be parked or stored on the premises; provided, however, the vehicle must not be a bus, truck, van, trailer or other vehicle over 6,000 lbs., as listed on the vehicle registration form, and no advertising or reference to the home occupation may be displayed on the vehicle in any manner.
8. The requirements for shipping and receiving of materials in connection with the business does (sic) not create excessive noise or traffic.

Condominium Move-In/Move-Out Policy (Appendix C)

This policy is to protect the building during move-ins and move-outs. Please note that the 1300 St. Mary's property management company must be notified 7 days prior to a move which involves requesting elevator pads and providing the move in/out fee. If homeowners and their tenants do not move themselves, they must use a moving company that is registered with the NC Utilities Commission and that maintains the legally required certificate of insurance and complies with all other applicable laws. The certificate of insurance should be provided to the property manager when the move is scheduled by using the form below.

Additionally, a \$500.00 non-refundable fee to the 1300 St. Mary's HOA must be provided before the move. Moving is permitted beginning at 9:00am Monday through Sunday and must end no later than 7:00pm each day.

Owners are also responsible for all damages and fines imposed for rule violations.

MOVE IN/ MOVE OUT Scheduling Form

1300 St. Mary's HOA – Please return completed form to:

Jason O. Dail
JTL Group, LLC
P. O. Box 99435
Raleigh, NC 27624

Unit Owner(s): _____

Unit Owner(s) Phone on date of move: _____

Resident(s): _____

Unit Number: _____

Date of Move: _____ Time Move Began: _____ Time Move End: _____

Date move fee provided to 1300 St. Mary's HOA by delivery to property manager: _____

Proof of insurance provided to property manager: _____

Resident Name (Printed) _____

Resident Signature _____ Date _____

Appendix D. New Resident Form

1300 St. Mary's

New Tenant Form

THIS SECTION TO BE COMPLETED BY LANDLORD

Address of property to be rented:

1300 St Mary's Street
Unit _____
Raleigh, NC 27605

Rental Term: Lease (from _____ to _____)

*Rules & Regulations prohibit any rental term less than six months.

Amounts Due Prior to Occupancy

Move-in Security Deposit \$ _____

Other: _____ \$ _____

TOTAL: \$ _____

I have complied with the following (please check each to acknowledge.)

_____ I have a written lease for my rental, and it is attached. **It is the NC Bar Association approved residential rental lease or a comparable document.**

_____ I am leasing my unit as a residential dwelling.

_____ I have provided the condominium documents (declaration, by laws, article of incorporation and rules and regulations) to my tenant and they will adhere to the requirements/rules contained therein. _____ My tenants have been advised of the parking scheme and their assigned parking number(s) _____. The dryer in my unit (either provided by myself or the tenant) meets all the dryer ducting safety requirements for the building.

I will advise the Board of Directors of the HOA if the lease in effect for my unit is terminated prior to the end of the term by either myself or the renter. If my unit is rented again after such termination, I will furnish a new completed rental information form and lease.

Signature Date _____ Homeowner

THIS SECTION TO BE COMPLETED BY NEW TENANT

Applicant Personal Information

Full name - include all names you use(d): _____

Home phone: _____ Work phone: _____ Cell Phone: _____

Driver's License number/state: _____

Vehicle make: _____ Model: _____ Color: _____ Year: _____

License plate number/state: _____

Additional Occupants

List full names of everyone, including children, who will live with you at least 50% of the time: _____

Reference and Emergency Contact

Personal reference 1: _____ Relationship: _____

Address: _____ Phone: _____

Emergency contact: _____ Relationship: _____

Address: _____ Phone: _____

*I certify that all the information given above is true and correct and understand that my lease or rental agreement may be terminated if I have made any material false or incomplete statements in this document or after multiple infractions from the Rules and Regulations By Laws from 1300 St. Mary's HOA Board. By signing below, I agree that I have seen and fully read a copy of the **1300 St. Mary's By Laws and Rules and Regulations**.*

Signature of applicant: _____ Date: _____

_____ Printed Name of applicant: _____

Appendix E
Pet Form

1300 St. Mary's
Pet Registration

Dear Homeowner:

In order to provide a safe environment for our residents (and their pets) and to comply with our Rules & Regulations, we are requesting that you fill out the enclosed Pet Registration Form and supply the Board with proof of your dog and/or cat being vaccinated for rabies.

We are requesting this information for two reasons:

1. To ensure that all pets (cats and dogs) are free from disease that may be transmitted to humans.
2. In case of an emergency, the emergency personnel will know that there is a pet living in that unit and may be able to rescue it. An emergency may consist of (but not be limited to) fire, water, gas leak, etc.

As stated in our Rules & Regulations, please be a responsible pet owner and have your pet leashed at all times while going through the common areas, including the garage; your pet is not allowed to use common areas as a bathroom; and please pick up after your pet when walking outside the community (i.e., in front of retailers).

Homeowners who rent their units are responsible to make sure that their tenants provide this information and that they are aware of the rules regarding the walking of pets in the community.

You may email or mail the form and proof of rabies vaccination to the property management company.

Regards,

BOARD OF DIRECTORS
1300 St. Mary's

PET REGISTRATION FORM

In order to provide a safe environment for our residents (and their pets) and to comply with our Rules & Regulations, we are requesting that you fill out the enclosed Pet Registration Form and supply the Board with proof of your dog and/or cat being vaccinated for rabies.

Therefore, please fill out the information below, sign, date, and return this form to our Property Management Representative.

Type of Pet: _____

Breed of Pet: _____

Color/Markings: _____

Proof of rabies enclosed. If proof is not enclosed date, it will be sent _____

Owner's Name: _____

Owner's Address: _____

Owner's Phone #: _____

Owner's Email: _____

I agree to abide by any rules and restrictions regarding pets that the HOA Board may adopt. If my pet is a dog, I further agree to keep the dog leashed at all times when it is out of my unit, not to allow it to use any common area as a bathroom, and to promptly pick up any waste and dispose of it properly.

Owner's signature Date

1300 St. Mary's

Vehicle Registration

To provide a safe environment for our residents and to comply with our Rules & Regulations, we are requesting that you fill out the enclosed Vehicle Registration Form and submit it to the Property Management Company and HOA. Our rules and regulations provide that homeowners may have two vehicles per unit. Homeowners may request permission for a third vehicle in writing to the Board of Directors which shall have sole discretion to determine whether said vehicle is permissible. Tenants shall be permitted to have two vehicles maximum, no exceptions. If homeowners rent their units, they must provide this information for vehicles owned by their tenants.

Therefore, please fill out the information below, sign, date, and return this form to our Property Management Representative.

Vehicle #1: _____ Vehicle #2: _____

Make of Vehicle: _____ Make of Vehicle _____

Color of Vehicle: _____ Color of Vehicle: _____

License Plate: _____ License Plate: _____

All vehicles to be parked on 1300 St Mary's Condominium Association Inc Property must be registered.

Owner's Name: _____

1300 St Mary's Unit: _____

1300 St. Mary's Parking Space: _____

Owner's Phone #: _____

Owner's Email: _____

I agree to abide by any rules and restrictions regarding parking and vehicle ownership that the HOA Board may adopt. By signing below, I agree that I have read all the Rules and Regulations regarding vehicles and parking and will abide by them. If any infractions occur, I may be subjected to fines at the HOA's discretion.

Date _____ Vehicle Owner's signature _____