

RULES AND REGULATIONS

Amended January 16, 2019

1. **Noxious or Offensive Activities:** No noxious or offensive activity shall be conducted upon any unit nor shall anything be done therein which may be or may become an annoyance or nuisance or shall interfere with the peaceful possession of property by other unit owners. Excessive noise shall be deemed a "noxious or offensive activity" for purposes of this section. The Governors Square Condominiums are located within the City of Raleigh and as such must conform to City of Raleigh ordinances pertaining to noise. The Peace Disturbance Ordinance is in effect between the hours of 11:00 p.m. and 7:00 a.m. **Excessive noise during these hours is prohibited. Where violations occur, a complaint should be made to the property manager and/or the Raleigh Police Department.**

No vacuum cleaners, dishwashers, exercise equipment, washing machines, or dryers are to be operated between the hours of 11:00 p.m. and 7:00 a.m. Monday through Sunday. There is to be no disposing of recyclable items between the hours of 11:00 p.m. and 7:00 a.m. Monday through Sunday.

2. **Pets:** No animals, livestock, or poultry of any kind shall be kept or maintained on any unit or in any dwelling except that dogs, cats or other household pets may be kept or maintained. The Governors Square Condominiums are located within the City of Raleigh and as such must conform to all City of Raleigh ordinances pertaining to pets. Further, for the health, safety, welfare, comfort and convenience of all residents, the following rules shall be observed with respect to pets:

a. Subject to the limitations set forth herein, a maximum of two (2) generally recognized household pets, in reasonable size and weight, may be kept and maintained in condo units, provided such pets are not kept or maintained for commercial purposes.

b. Any pets must be carried or be on a leash and attended by a responsible person whenever in or on any common areas (including inside the hallways).

c. No pet may be leashed to any stationary object in or on the common areas.

d. Pet owners are responsible for any property damage, injury or disturbances caused by their pets or any damage caused by pet waste.

e. Pet owners are responsible for the removal of their pet's waste. No pet owner or responsible person may permit a pet to relieve itself on or in any of the indoor common areas, in the center grass courtyard, entrance way areas, or any other part of the Governors Square property EXCEPT the wooded fence area along the back of the parking lot. In the event a pet owner fails to conform to this section, the Board shall be entitled to charge the pet owner in an amount equal to the cost of having such area cleaned, if applicable, plus a fine not to exceed \$100.00 per occurrence.

f. No pet shall be permitted to bark, howl or make other loud noises for an unreasonable time so as to disturb neighbors' rest or peaceful enjoyment of their unit or the common elements.

g. Unit owners keeping or maintaining dogs and/or outdoor cats (specifically excluding indoor cats) shall pay an annual pet fee of \$100.00 per pet.

### 3. Parking:

a. Any car parked in the Governors Square parking lot must display a valid Association-issued parking tag and have a valid vehicle registration, inspection, and license tag. No vehicles may be parked on the grass or other unmarked area within the community.

b. Parking tags will be issued for each calendar year beginning on the first business day after January 1 for each unit owner or such unit owner's designated and registered tenant who has: (1) completed the required Information Data Sheet; (2) is current on all Association fees; and (3) provided the vehicle registration information as otherwise required by these Rules and Regulations (see Rule 20). The Association will assign parking tags to each unit owner or such unit owner's designated and registered tenant, as follows: two (2) parking tags for each two (2) bedroom condominium unit and one (1) parking tag for each one (1) bedroom condominium unit. The Association may also issue a limited number of parking tags for use by local business employees on a fee basis as determined by Board, to be used only during day time business hours so as not to burden resident parking. Beginning on January 15 of each calendar year, the Association will issue warnings for all vehicles parked in the Governor's Square parking lot not displaying a current parking tag. Beginning February 1 of each calendar year, vehicles parked in the Governor's Square parking lot not displaying a current parking tag are subject to immediate towing without notice, at the expense of the vehicle owner. **Please note that the Association will issue up to sixty (60) parking tags and the Governor's Square parking lot only contains fifty-four (54) parking spaces. Thus, parking within the Governor's Square parking lot will be on a "first come, first served" basis for those vehicles displaying a parking tag, and unit owners and tenants are not guaranteed a parking space within the Governor's Square parking lot.**

The following may not be parked anywhere within the community: vehicles with more than two axles, boats, sailboats, trailers of any type (including boat trailers, utility trailers, and recreational vehicle trailers), storage pods, tractors and similar commercial equipment, motorcycles, jet skis, mobile homes, campers, golf carts, recreational vehicles of any type, inoperable vehicles, and unlicensed vehicles, and motorized scooters. "Motorized Scooter" as that term is used herein shall mean any vehicle consisting of a footboard mounted on two wheels and a steering handle, whether electric or gas powered, and whether privately owned or temporarily leased through Bird, Lime, or any other entity offering such motorized scooter for temporary use. No commercial vehicles are to be parked on the property overnight. "Commercial vehicles" as that term is used herein shall mean any vehicle, including a truck, van or automobile, on which is displayed commercial writing intended to advertise or identify a business with which the vehicle is associated. "Commercial vehicle" shall also be defined and interpreted to mean any vehicle, including a truck, van or automobile, to which is affixed any equipment on the exterior of said vehicle such as ladders, racks for transporting commercial equipment or inventory, hoses, machinery, etc., or any vehicle with more than two (2) axels.

c. No large trucks or large SUVs may park in the spaces directly in front of the 710 and 720 buildings. Such spaces are reserved only for cars, small trucks, and/or small SUVs.

d. Any vehicles in violation of the Association's parking policy are subject to immediate towing subject to posted signage, at the expense of the vehicle owner, effective March 30, 2017. In the interim, warnings may be issued for any vehicles in violation of the Association's parking policy.

**4. Leased Units:** Any lease or rental agreements involving the units in Governor's Square shall be in writing and shall be subject all Condominium Covenants, Declarations, Bylaws and current Rules and Regulations. Unit owners are responsible for discussing and providing copies of such documents to any tenant. A copy of any lease agreement between a unit owner and a tenant must be provided to the management company and the Board of Directors along with a copy of the prospective tenant's valid State-issued photo identification card and all other forms and information otherwise required by these Rules and Regulations (see Rule 20). Unit owners should advise their tenants that the Association will maintain a copy of the tenant's valid State- issued photo identification card for the sole purpose of insuring the tenant is identified as an authorized resident on the premises and for purposes of verifying parking tag usage. Subletting is strictly prohibited. No lease may be executed for a period of time shorter than one (1) year. Vacation and other short-term rentals such as Airbnb, VRBO, etc. are prohibited.

**5. Move in Fee:** A fee of \$300.00 is to be paid each time a resident moves into a unit. This fee is chargeable to the owner of the unit in the case of a rental, and the unit owner is responsible for recouping this fee from the tenant or factoring that cost into rental income planning.

**6. Floor Coverings:** Unit owners who have hardwood or other non-resilient floors in their units shall install resilient floor covering (i.e. carpet or area rugs) over at least 75% of the floor area where there is foot traffic on any such floors that are directly above habitable condominium units. Any such floor coverage must be sufficient for sound proofing and is subject to demonstration to the Board that such floor coverage is adequate for sound proofing. A unit owner planning to install hardwood or non-resilient flooring in a second or third floor unit must appear before the Board at a regular monthly meeting at least sixty (60) days before the anticipated installation. The unit owner is to present to the Board a written description that details the product to be installed along with specific information as to how compliance with these Rules and Regulations is to be accomplished. Unit owners are advised not to enter into any binding agreement prior to meeting with the Board. The owner of the unit immediately below the unit where the hardwood or non-resilient flooring is being installed is to be extended an invitation to the meeting.

**7. Smoking:**

a. Due to overall safety and fire prevention concerns, smoking is NOT permitted in or on any of the indoor OR outdoor common areas by unit owners, lessees, guests, invitees, contractors, or others. This includes, but is not limited to, the parking lot, entrance ways, courtyard, sidewalks, or grounds area. Smokers are ONLY allowed to smoke within the confines (inside) of the condo unit and on the condo unit deck or patio ONLY if a visible ash tray or a non-flammable container of sand or similar extinguishing product is present.

b. All cigarette butts and ashes shall be disposed of properly in an appropriate receptacle. Under no circumstances shall any cigarette butts or ashes be thrown off porches or balconies or disposed of in any plant beds, common areas, or landscaping.

c. Unit owners are responsible for communicating to and ensuring compliance with the Association's smoking policy by such unit owners' guests, lessees, invitees, contractors, and agents. **Non-compliance with the Association's smoking policy will result in a fine of up to \$100 per occurrence.**

**8. Grills:** No usage or storage of flammable liquids including, but not limited to, gasoline, propane, butane tanks/canisters, etc. are allowed on porches/balconies. Cooking with an open flame appliance fueled by charcoal, wood, propane, etc. on decks, balconies or porches in a

multifamily dwelling is a violation of the City of Raleigh Fire Code Section 504.8. The fire code prohibits the use of charcoal grills, hibachis, smokers, and portable electric grills that contain loose heat storage material such as lava rocks. The fire code further prohibits the storage of propane tanks on decks, balconies or porches in a multifamily dwelling. Owners in violation of this section will automatically be fined \$150 and required to remove any such appliances and/or tanks from the premises immediately. Any resident observing a violation of this section is obligated to report the violation to the Raleigh Fire Department immediately at (919)831-6311 and the following business day to York Properties as this jeopardizes the safety of all who reside in the building.

The use of electric grills that **do not** contain loose heat storage material are permissible. No open flame or butane grill may be used inside any dwelling at any time.

A unit owner will be held personally liable for all damage caused by fire that is a result of a violation of the fire prevention code.

**9. Trash Disposal:** City of Raleigh ordinances pertaining to waste disposal and recycling apply to the Governors Square Condominiums. All trash shall be disposed of in the Waste Industries dumpster located on the property. Any item which will not fit into the dumpster is to be taken to the landfill by the resident. No items are to be placed outside of the dumpster. The dumpsters are for residents only and only for normal household trash. Any owner or tenant that abuses the privilege of the dumpster area by placing items including, but not limited to, furniture, office equipment, electronics, bedding, etc. is subject to a \$100.00 fine per occurrence. This includes a

fine to any owner/tenant who leaves prohibited items at or inside dumpster upon move-outs and move-ins. All cardboard waste must be broken down prior to disposal and failure to do so will subject the unit owner and/or tenant to a fee.

Recyclables are to be placed in the correct recycling container (i.e. glass, newspaper, etc.). Other close-by locations for appropriately disposing of recyclable items are the following locations: a.) Solid Waste Services located at 400 W. Peace St., open only from 7:00 a.m. to 4:00 p.m.; or b.) Jaycee Park on Wade Avenue. The Wake County Landfill is located at 9000 Depoine Drive off Durant Road, Raleigh (919-856-7400). The South Wake County Landfill located in the southwest quadrant of the intersection of Old Smithfield Road and Highway 55 Bypass.

**10. Porches and Balconies:** Porches and balconies are a prominent part of the condominiums and therefore need to be aesthetically appealing. Well-maintained deck furniture and plants are appropriate. The cleanliness and orderliness of the porches and balconies shall be the responsibility of the individual unit owner or tenant. No appliances, outdoor audio speakers, upholstered indoor furniture or indoor office furniture are allowed on outdoor porches or patios.

**11. Bird Feeders:** No bird feeders or any other type of animal feeders are allowed unless previously approved by the Board.

**12. Bicycles:** Bicycles cannot be stored on any common area property and must either be stored within the condo unit or on limited common area belonging to the condo unit (porches).

**13. Signs:** No signs of any kind, including, but not limited to, "For Sale" or "For Rent" signs shall be permitted on or about the units nor on the common property, unless previously approved by the Board of the Association in writing.

- 14. Window Treatment:** In order to maintain the aesthetic appearance of the community, all window treatments, drapes, blinds, etc., shall show white or off white from the outside.
- 15. Air Conditioner Units:** No window AC units can be installed at any time without an HOA-approved variance. If an owner experiences HVAC issues and needs a temporary cooling solution, the owner (not the non-owner tenant) can seek permission or a variance from the HOA for a temporary (1-14 days only) use of these units. No owner shall receive more than two consecutive variances. Owners are responsible for servicing and maintaining their HVAC units.
- 16. Window Screens:** Homeowners are responsible for ensuring that window screens are installed on their units' windows and remain in good repair at all times. Screens must be consistent in style and color with screens installed on other unit windows. If a screen becomes damaged or is missing, within thirty (30) days after notification by the Board, the owner must replace the screen at the owner's expense. If any such screen is not replaced within thirty (30) days after notification by the Board, the Board shall have the right to replace the damaged or missing screens and charge the owner \$75 per screen on the unit's assessment account.
- 17. Ceiling Fans:** Porch or balcony ceiling fans (and replacements thereof) must always be white and contain a light kit consistent with all the other condos. Unit owners are responsible for replacing any porch or balcony ceiling fan which becomes unsightly (i.e. rusted, peeling paint, or inoperable) in the sole discretion of the Board.
- 18. Architectural Changes and Additions:** Any changes or additions to the common or limited common area, including, but not limited to, landscape additions and the installation of hardwood or other non-resilient floors within a unit, must have the prior written approval of the Board of Directors. The exception to this is the pre-approved screen door for porches and balconies. Anyone wanting to install a screen door other than the pre-approved screen door must submit specifications regarding the door to the Board for review prior to the installation of the door. Only screen doors approved by the Board may be hung. Any screen door installed without the approval of the Board will be required to be removed at the owner's expense. All screen doors and entry doors must be painted white and cannot be painted any other color.
- 19. Enforcement:** The Board of Directors will diligently and fairly enforce all rules and regulations, restrictive covenants and bylaws for Governors Square. Violations which are not brought into compliance are subject to a fine of up to \$100.00 per occurrence per North Carolina law. Please be aware a fine will become a lien against your property and may be foreclosed pursuant to Chapter 47C of the North Carolina General Statutes. Owners are liable and responsible for any and all infractions, hearings and fines (not the resident if the unit is leased).
- 20. Information Sheets/Condo Rules and Bylaws:** Each time a unit owner or new registered tenant shall move into a unit, the management company will distribute a welcome packet to such unit owner or tenant containing a HOA Information Data Sheet, a copy of these Rules and Regulations, and any other information or forms deemed necessary by the Board. All unit owners and authorized tenants are required to complete the HOA Information Data Sheet, and provide a valid Stateissued photo identification card and vehicle registration information to the Association Property Manager and/or Board President within thirty (30) days after receipt of the welcome packet. Owners and authorized tenants are required to update the Information Data Sheets and any other applicable forms if any information changes regarding the owner and/or the authorized tenant and their vehicles. Unit owners who lease their units are further required to provide the management company and the Board of Directors with a copy of their

**21.** lease or rental agreement and must share and discuss all Condominium Covenants, Declarations, Bylaws and current Rules and Regulations with any prospective or current tenant. Both the owner and tenant must sign and deliver to the Association a form attesting that the tenant has received copies of such documents, has read and understands such documents, and will comply with such documents.

**22. Compliance with Rules and Regulations:** Unit owners are ultimately liable for the conduct of their tenants, guests, invitees, contractors, and agents and must insure compliance with these Rules and Regulations. Failure to comply and insure compliance with these Rules and Regulations will result in fines.

**23. Contact Information:**

Governor's Square Condominium Homeowners Association, Inc.

Managed By: CAS, Inc.

Address: 207 West Millbrook Rd., Suite 110, Raleigh, NC 27609

Phone: (919) 788-9911

Property Manager: Carol Schlim

