

**RULES AND REGULATIONS  
OF  
VIEWMONT PLAZA CONDOMINIUMS**

The following Rules and Regulations were adopted by the Board of Directors of the Condominium Association in accordance with Section 5.13 of the Bylaws of Viewmont Plaza Owners' Association, Inc. as recorded in Book 2363 at Page 1964 of the Catawba County Registry, and may be added to, amended, or repealed at any time by the Board. They are designed to help accomplish three purposes: 1) to protect the integrity and condition of the entire condominium complex and thereby protect each owner's investment, 2) to provide a safe and pleasant living environment for all owners and tenants, and 3) to supplement and clarify the Declaration of Condominium for Viewmont Plaza Condominium.

**ANIMALS:** No animals, livestock, or poultry of any kind shall be kept or maintained on the Property or in any Unit, except that two (2) small (i.e., not to exceed 25 lbs when fully grown) common domestic household pets may be kept or maintained in each Residential Unit, provided they are not kept or maintained for commercial purposes. No pet shall be permitted upon the Common Elements unless carried or leashed by a person that can control the pet. All pets shall be controlled so as not to create a nuisance or unreasonable disturbance (including loud and excessive barking) on the Property. Pets shall not be permitted to defecate in the Common Elements, and each owner shall clean up immediately after his pet if an accident occurs. All pets shall be registered or inoculated as required by law. Each Owner shall hold the Association harmless from any claim resulting from any action of his pet, and shall repair at his expense any damage to the Common Elements caused by his pet. If any Owner violates these rules more than twice in any twelve (12) month period, then in addition to any fines provided in the Bylaws, the Association shall have the right to require the Owner to remove the pet permanently from the Property upon not less than ten (10) days' written notice. (See Declaration, Section 7.8)

**ARCHITECTURAL CONTROL:** No building, landscaping, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration to either the Unit or the Common Elements be made, until the plans and specification showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Executive Board of the Association and the Declarant during the Declarant Control Period. In addition, the Condominium is subject to the restrictions set forth in the Deed, and each Owner shall be responsible for obtaining any approvals required by the terms of the Deed. (See Declaration, Section 7.12)

**FLOOR LOAD:** There shall be no floor load in any Unit in excess of forty (40) pounds per square feet, unless an engineering determination of the floor load capacity in the area of heavy use is approved by the Association. (See Declaration, Section 7.10)

**GARBAGE:** Trash, garbage and other waste shall be kept in sanitary containers within each Unit, or deposited in the common trash receptacles in the Building. No trash or garbage shall be kept or stored on any exterior patio area or balcony. The Association shall be responsible for the maintenance of the common trash facilities and all trash removal, and the expenses incurred by the Association in doing so shall be Common Expenses. (See Declaration, Section 7.4)

**GUEST:** Unit owners are responsible for the actions of their guests.

**LEASE OF UNITS:** Any lease of a Unit or portion thereof shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the Condominium Documents and that any failure by the Lessee to comply with all of the terms of such Condominium Documents shall constitute a default under the lease. No Unit

may be leased for a period shorter than thirty (30) days. (See Declaration, Section 7.6)

**MAINTENANCE:** The Owner of each Unit is responsible for maintaining his Unit as well as the Limited Common Elements appurtenant thereto. Each owner shall keep his Unit, and the appurtenant Limited Common Elements allocated exclusively to his Unit, in a clean, neat and orderly condition and in a good state of maintenance and repair. If an Owner fails to comply with the standards or requirements of the Association relative thereto, the Association shall assess the defaulting Owner the cost thereof and shall undertake to effect said compliance. (See Declaration, Section 7.14)

**NO TIMESHARES:** No interest in any Unit may be subjected to a time share program, as that term is defined in NCGS §93A-41(10). (See Declaration, Section 7.7)

**NUISANCE:** No obnoxious, offensive or unlawful activity shall be conducted within any Unit or on or about the Common Elements, nor shall anything be done thereon or therein which may be or which may become an annoyance or nuisance to the other Owners, endanger the health and safety of any Owner. Nothing herein shall be deemed to prevent the use of any Commercial Unit for restaurant purposes or to prevent any such restaurant from installing ventilation systems that vent cooking odors to the outside of the Building. Nothing shall be done or kept in any Unit or in the Common Elements that will result in the termination of, or an increase in the premium for, the policy of property insurance for the Property. (See Declaration, Section 7.2)

**PARKING:** No Owner or any employee, agent, or invitee of any Owner, shall park, store or keep any vehicle on the Land other than in designated places. Each Parking Space allocated to a particular Unit, in the manner provided in Section 5.5 of the Declaration (See *infra*, Parking Spaces), may be used only by the Owner of the Unit to which such Parking Space is allocated. The unassigned Parking Spaces shall be available to all customers and guests, on a first-come, first served basis, subject to any future rules or regulations that may be provided, or promulgated by the Association. The Association shall have the right to tow any vehicle in violation of this Rule at its owner's expense. (See Declaration, Section 7.5)

**PATIOS:** The sidewalk areas adjacent to the Commercial Units, on the first level of the Building and, all areas adjacent to all other Residential Units, shall be kept in a clean, neat and orderly condition at all times, and shall not be used for the overnight storage of garbage, or for the drying of laundry. (See Declaration, Section 7.17)

**PROHIBITIONS ON USE OF COMMON ELEMENTS:** The Common Elements (other than storage areas, if any, designated by the Association) shall not be used for the storage of personal property of any kind. Stairs, entrances, lobbies, hallways, and walkways shall not be obstructed in any way, or used for other than their intended purposes. In general, no activity shall be carried on nor conditions maintained by any Owner either in his Unit or upon the Common Elements which despoils the appearance of the Property. However, the commercial units may use the sidewalk areas immediately adjacent to their units subject to the rules and regulations established by the Association. (See Declaration, Section 7.3)

**SATELLITE DISHES AND ANTENNAS:** No exterior satellite dish in excess of one meter in diameter may be placed on the exterior of any Unit or in the Common Elements without the prior written approval of the Executive Board, which may be withheld in its sole discretion. The location of any exterior television antenna, or satellite dish less than one meter in diameter, shall be subject to the reasonable prior approval of the Executive Board, taking into account the appropriate standards set forth in the regulations of the Federal Communications Commission, and to the extent reasonably practical, the Executive Board may require that such antenna or satellite dish be screened from public view. Prior to installing the antenna or satellite dish, the Owner shall furnish to the Executive Board a copy of his installation plans. The Association shall have the right to perform any portion of the installation work at the expense of the Owner, or to require that any portion of the work be performed by

contractors designated by the Executive Board. In particular, any roof penetration that is required to install any antenna or satellite dish shall be performed only by the roofing contractor designated by the Executive Board. The Owner shall also be responsible for any damage caused by the removal of the antenna or satellite dish, including the sealing of conduits or other roof penetrations. Again, the Association shall have the right to require that any part of the removal work, including the sealing of roof penetrations, be performed by the roofing contractor designated by the Executive Board, at the Owner's expense. Any Owner installing an antenna or satellite dish pursuant to this rule and Section 7.16 of the Declaration shall indemnify, defend and hold the Association harmless from and against any loss, damage, claim or other liability resulting from the installation, maintenance, repair, use and/or removal of the antenna or satellite dish, including any damage to the roof of the Building or other property damage caused by roof leaks. (See Declaration, Section 7.16)

**SIGNS:** No signs or other advertising devices shall be displayed on or about the exterior of any Unit, or in the Common Elements, except for: (a) one name plate or sign not exceeding twenty-four (24) square inches in area on the main door to each Residential Unit, and (b) one or more exterior signs for each Commercial Unit, erected in conformance with applicable sign ordinances and plans approved by the Association as provided in Section 7.12 of the Declaration. Notwithstanding the foregoing, Declarant shall have the right to maintain upon the Property advertising signs during the Declarant Control Period, provided those signs comply with applicable governmental regulations. (See Declaration, Section 7.13)

**USE:** All Residential Units shall be used for residential purposes only; provided, however, that Residential Units may also be used for home office purposes by the residents of such Units. Notwithstanding the foregoing, Declarant may maintain any Unit owned or leased by Declarant as a sales office or model Unit, for the Condominium or for other projects.

All Commercial Units shall be used only for lawful commercial purposes reasonably compatible with the operation of a mixed-use condominium building, or any of the foregoing restrictions:

(a) No Commercial Unit shall be used for warehousing (other than the storage of inventory, fixtures and equipment as part of a permitted business), industrial, or manufacturing purposes.

(b) No Commercial Unit shall be used as a flea market or other operation selling used merchandise, a pawn shop, a military surplus store, or for the sale or display of pornographic materials or drug paraphernalia.

(c) No Commercial Unit shall be used for the sale or the service of motor vehicles, boats, or mobile homes, or for the installation of auto parts.

(d) No Commercial Unit shall be used for the rental, service or repair of lawn care equipment, carpet sweepers, power tools, televisions, VCR's, or electronic or computer equipment, except incident to the retail sale of such items.

(e) No Commercial Unit shall be used for the operation of a carnival, billiard parlor, off-track betting facility, discotheque or dance hall, video game parlor or other amusement use. (See Declaration, Section 7.1)

**UTILITIES:** Total electrical usage in any Unit shall not exceed the capacity of the circuits for that Unit as labeled on the circuit breaker boxes, and no electrical device causing overloading of the standard circuits may be used in any Unit without permission of the Association. All clothes dryers will have lint filters, and all stove hoods will have grease screens, and such screens and filters shall be used at all times and kept clean, and in good order and repair, by the Owner of the Unit in which they are located. (See Declaration, Section 7.9)

**WINDOWS:** No curtains or draperies shall be installed or hung in any window of any Unit unless they have a white lining or backing on the side exposed to the window. No storm windows shall be installed in any Unit. (See Declaration, Section 7.11)

**MAINTENANCE:** See section 5.4 and 7.14 of the Declaration of Condominium for Viewmont Plaza Condominium.

**RIGHT TO ENTER:** The Association, or any person authorized by it, shall have the right of access to each Unit and to the Limited Common Elements to the extent necessary for performance by the Association of its obligations of maintenance, repair, or replacement of the Property. (See Declaration, Section 9.1)

In case of any emergency originating in or threatening any Unit or the Common Elements, regardless of whether the Owner is present at the time of such emergency, the Association, or any other person authorized by it, shall have the right to enter any Unit or its Limited Common Elements for the purpose of remedying or abating the cause of such emergency and making any other necessary repairs not performed by the Owners, and such right of entry shall be immediate. (See Declaration, Section 9.4)

**DUTY TO PROVIDE NOTICE:**

Each and every Unit Owner shall provide written notice to the Board of Directors within fifteen (15) days of when said Unit Owner notices or reasonably should have noticed any Common Element in need of maintenance or repair. Failure to provide such notice shall result in said Unit Owner being held liable for the repair of any and all damages caused to their Unit by any Common Element or Limited Common Element in need of repair or maintenance.

**DUTY TO PROVIDE INSURANCE CERTIFICATE:** Each owner shall obtain and keep continuously in force additional fire and casualty and extended coverage insurance upon his personal property, public liability insurance, and such other insurance coverage as he may desire. Each Owner shall obtain and maintain public liability insurance coverage in the amount of at least \$100,000.00 for bodily injury. Each Owner shall file a copy of each such individual policy with the Association within thirty (30) days after purchase. (See Declaration, Section 11.7)

Each Owner shall provide a copy of their current insurance certificate to the Board within fifteen (15) of request.

## **Policy and Procedure for Enforcement of Rules and Regulations**

**ENFORCEMENT:** In addition to such other rights as are specifically granted under the Declaration, the Rules Committee may impose a reasonable fine or suspend privileges for violation of any duty imposed under the Declaration, By-Laws, or the Rules and Regulations. Said fines shall be assessed as a Specific Assessment against the violating Unit Owner or, in the case of a violating Member, shall be added to the total Assessments payable by such Member. In the event that any occupant, guest or invitee of an Unit Owner violates the Declaration, By-Laws, or the Rules and Regulations and a fine is imposed, the fine shall first be assessed against the occupant, guest or invitee. If the fine is not paid by the occupant, guest or invitee within ten (10) days, the Owner shall pay the fine upon notice from the Association. The failure of the Rules Committee to enforce any provision of the Declaration, By-Laws or the Rules and Regulations shall not be deemed a waiver of the right of the Rules Committee to do so thereafter.

**NOTICE:** Prior to imposition of any fine/suspension hereunder, the Rules Committee shall serve the alleged violator with written notice describing (1) the nature of the alleged violation, (ii) the proposed fine/suspension to be imposed, (iii) a period of not less than ten days within which the alleged violator may present a written request for a hearing; and (iv) a statement that the proposed fine/suspension shall be imposed as contained in the notice unless a challenge is begun within ten days of the notice. If a timely challenge is not made, the fine/suspension stated in the notice shall be imposed.

**FINE:** If the Rules Committee decides that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day more than five (5) days after the decision that the violation occurs. Such a fine shall be an assessment secured by liens.

**HEARING:** If a hearing is requested within the allotted ten day period, the hearing shall be held affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any fine/suspension, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate of a copy of the notice, together with a statement of the date and manner of delivery is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine/suspension, if any, imposed. The Rules Committee may, but shall not be obligated to, suspend any proposed fine/suspension if the violation is cured within the ten day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

**APPEAL:** The violator shall have the right to appeal the decision of the Rules Committee by delivering written notice of appeal to the Board of Directors within fifteen (15) days after the date of the decision. The Board may affirm, vacate, or modify the prior decision by the Rules Committee.

**ADDITIONAL ENFORCEMENT RIGHTS:** The Rules Committee may elect to enforce any provision of the Declarations, By-Laws or the Rules and Regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit to enjoin any violation or to recover monetary damages or both without the necessity of complaint with the procedure set forth above, and entry upon property for the purpose of exercising this right shall not be deemed a trespass. In any such action, to the maximum extent permissible, the Person responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.