

**RULES AND REGULATIONS OF MARKET CENTER TOWERS  
(Containing 5<sup>th</sup> and 6<sup>th</sup> Amendments)**

**Informational Note: Common Area and Elements.** Common areas/elements include but are not limited to driveways, sidewalks, entrances, lawns and shrubbery, balcony railings, passages inclusive of stairways and elevator, all exterior surfaces, hallways/foyers, spacing between floors, inclusive of all HVAC equipment and ducts, trash/garbage/disposal bin, and rooftop. The Social Room and all furnishings therein, as well as the Storage Room, all located on the first floor, are common area/elements.

**Members.** This term includes unit owners and their guests, invitees, employees, agents or tenants.

**Prohibitions:**

1. No driveway, sidewalk, entrance, hallway, stairways, foyer, elevator or other areas whose basic function is passage shall be blocked or obstructed for general use by the members or shall be used for any purpose other than ingress, egress and regress to and from the premises; Provided that delivery vehicles or moving vans shall have access to positions as close to the building as practicable and are excluded from this requirement.
2. No sign, placard, advertisement, flag, or other lettering or messages shall be exhibited, inscribed, painted or affixed in any manner on any common area/element, inclusive of balcony railings and exterior wall space of any portion of the structure and shall not be displayed through a window or from the inside of any unit. Provided, that one United States of America flag and one North Carolina flag (and no other), of a size no greater than four (4) feet by six (6) feet may be exhibited and displayed on or from a member's balcony on each July 4 but at no other time.

**THIS DOCUMENT REGULATES OR PROHIBITS THE  
DISPLAY OF THE FLAG OF THE UNITED STATES OF  
AMERICA OR STATE OF NORTH CAROLINA.**

Notwithstanding the foregoing prohibition on signs, in the event a unit owner decides to sell his or her unit, such owner shall be permitted, during such selling effort, to place in one of his or her bedroom windows one "For Sale" sign of a type and dimension then used by realtors in the High Point area. No "For Sale" sign shall be placed in any paved or landscaped Association common area.

3. No awnings, blinds or other items that protrude from any part of the structure, including balconies, shall be allowed.
4. Any garbage, trash or other debris that cannot be disposed of in a unit disposal shall be deposited in the trash/garbage collection bin that is provided.
5. No antennae of any type, whether used for radio, cable, television, telephonic, internet or other purposes may be installed or attached to the exterior of the structure.
6. No pets of any nature, inclusive of dog, cat, bird, reptile or other animal shall be kept, maintained or harbored in any unit or in any other portion of the structure.
7. No vehicular parking by a member shall be done in such manner as to occupy multiple marked parking spaces or block or impede general traffic flow to or from the structure. No disabled vehicles shall be parked or left in any driveway, access area, parking space or common area.

The word "vehicle" as used in this section, Section 7, shall include trailers, recreational vehicles, campers, camp truck, house trailer, boat, bus, towed equipment or machinery, and any towed device used for food preparation or transportation of personal property.

The word "disabled" as used in this section, Section 7, shall include any motor vehicle which: (a) is not currently and legally registered in conformity with the requirements of either the North Carolina Department of Motor Vehicles or the motor vehicles department of another state, (b) does not have displayed a current license plate legally issued by and in conformity with either the North Carolina Department of Motor Vehicles or the motor vehicles department of some other state, or (c) is not in current compliance with the vehicle inspection law of either the North Carolina Department of Motor Vehicles or the motor vehicles department of the state in which such vehicle is currently registered.

Any vehicle inoperative for a period of 14 consecutive days shall be conclusively presumed to be disabled.

This section, Section 7, shall be applicable to any tenant, guest or invitee of the Owner, and the obligation of the Owner as stated herein remains though the conduct giving rise to such Owner obligation was engaged in by the Owner's tenant, invitee, or guest.

The Board of Directors, upon being informed of any disabled vehicle upon the Association premises, shall determine if such vehicle is "disabled" as herein defined and upon the reaching of such conclusion,

the Board shall conduct a hearing to determine if removal of such vehicle by the Association is required for compliance with these Rules and Regulations. Notice of such hearing shall be given to: (a) the unit owner possessing such vehicle, (b) the unit owner serving as landlord for a tenant possessing such vehicle, or (c) the unit owner whose guest or invitee is believed by the Board to possess such vehicle. Notice of such hearing shall also be given to any tenant renting from a unit owner in the event such vehicle is believed by the Board to be possessed by such tenant.

In the event the Board believes the vehicle in question is possessed by a guest or invitee of the unit owner, notice shall be given to such guest or invitee; provided, however, the Board is not required to give notice to such guest or invitee in those instances where the Board does not know where such party resides or has no contact information pertaining to such party, notice to the unit owner, in such instances, being sufficient. Such notice shall also be placed upon the vehicle in question. In the event the Board believes the vehicle to be owned by a unit owner tenant, such Notice shall also be affixed to the door of the unit believed by the Board to be occupied by such tenant. The Notice provided by the Board shall inform the unit owner, tenant, guest or invitee of the date, time, and location of the hearing to be held by the Board for the purpose of determining the necessity of towing such vehicle. Both the unit owner and any unit owner tenant, guest, or invitee, shall be permitted to attend and speak at the hearing. The providing of Notice shall be in conformity with the notice requirements stated in the By-Laws. The hearing shall be held by the Board no earlier than 5 nor later than 10 days following the giving by the Board of the hearing notice. In the event that at the hearing the Board determines the removal of the vehicle to be warranted, the Board may, after the lapse of 2 days from the hearing date, have such vehicle towed from the Association common area. All cost (towing and storage expense) of such removal and any and all legal expense and fees associated therewith and incurred by the Association, shall be paid by the unit owner to which such vehicle is associated as described herein. Such obligation of the unit owner may be enforced by a lien upon the unit owner's property as provided by law and the By-Laws.

8. No item of any nature shall be thrown from, dropped, swept or allowed to fall from any balcony and into the common areas/elements.
9. No loud noise and sound that could be deemed disturbing, objectionable or a nuisance to other members in other units shall be made or allowed to continue whether such noise or sound is emitted from humans or by playing or permitting musical instrument, radio, television, amplifiers, horns or other noise making apparatus. No use of any premises shall be made that disturbs other members in adjacent unit(s), including units above and below.



10. No items shall be left, deposited or stored in the storage room, inclusive of items of furniture, that are large in size and otherwise block actual storage or potential storage spaces by other members.
11. No change of any nature shall be done to any common area/element or to the exterior walls of the structure, inclusive of any balcony area. No painting of any balcony railing or any other area, inclusive of windows, shall occur.
12. The use of the elevator shall be for the common benefit of all members. Under no circumstance shall the electric power source to such elevator be disconnected or turned off in any manner that allows for stoppage of continuous elevator service.
13. No member shall allow persons, not known to be members or tenants, guests, or invitees of members, to enter the first floor foyer area or the elevator area without the entering person's use of his/her security key. A breach of security measures in any manner endanger persons in all units.
14. The Social Room on the first floor may be used by any unit owner and his or her guests and invitees at any time and without prior notice provided neither food nor beverage is to be consumed during such Social Room use. In the event a unit owner desires to use the Social Room with guests and invitees in attendance and there is to be food or beverage consumed during such use, the unit owner shall reserve the Social Room, in advance, for such use. Reservation shall be made by contacting any Reservation Agent previously appointed for such purpose by the Board of Directors. For any particular use of the Social Room by a member, such use shall not exceed 6 hours in length unless such extended use has been previously approved by a majority vote of the Board of Directors.  
For any use of the Social Room, for any period of time, by any unit owner, such owner shall be personally responsible for the relocation of all furniture and furnishings to their pre-use locations, the cleaning of floors if required, the removal of all garbage and trash, and reimbursement to the Association for any damage or destruction of Association personal or real property. The Board of Directors may enforce the duty of the unit owner to reimburse for Association property damage or destruction by fine, lien, or assessment against the unit owner making such Social Room reservation.

Use of the Social Room is without a general charge; provided, however, a damage deposit, to be paid by the reserving unit owner may be required, such deposit to be paid to the Reservation Agent prior to the unit owner's use of the Social Room. The Reservation Agent is granted authority to alter the amount of the deposit required based upon the Reservation Agent's estimate as to potential clean up and damage expense. Attached to these Rules and Regulations is the Social Room

Reservation Form Agreement to be used by the Reservation Agent in providing for the use of the Social Room to unit owners.

Assuming no property damage or expense reimbursement is required at the conclusion of the Social Room use by the unit owner, the deposit shall be refunded in full to the unit owner.

15. Any use of the common areas/elements by any person who is not a member, guest, tenant or invitee of a member is strictly prohibited.
16. Damage to the common areas/elements caused by a member or a tenant, guest or invitee of a member, shall be that member's responsibility and any costs associated therewith may be assessed to that member.
17. Market Center Towers, Inc. assumes no liability of any nature for any loss or damage to any property located on the condominium premises or for death or injury to any person on said condominium premises.
18. The Board of Directors of Market Center Towers, Inc. shall have all power and authority through its officers and agents, to enforce all rules and regulations, to assess full damages for destruction or damage to condominium property, and to assess fines, not greater than \$50.00 for each separate offense, such fine(s) being in the discretion of the Board of Directors, for the violation of any rule or regulation herein.
19. These Rules and Regulations shall be subject to amendment, enlargement, change, modification, and enforcement by a majority vote of the Board of Directors at a duly called meeting. No recordation of any amendment is required.
20. The original Rules and Regulations of Market Center Towers Association, Inc., are recorded in Book 3738, Page 982, Guilford County Registry. Said original Rules and Regulations remain in full force and effect unless specifically altered or amended by this First Amendment to such Rules and Regulations.
21. Smoking (including electronic cigarettes) is prohibited in all interior common areas (Foyer at main entrance way, inner lobby at main entrance way, foyers and landings on all floors in front of elevators, all storage and mechanical rooms, social room, staircase, and first floor bathroom). No smoking containers or cigarette or cigar butts are to be discarded or left in any exterior common area (parking lots, sidewalks, garden bench area, and flower and landscaped beds). Burning or smoking cigarettes and cigars are not to be tossed into the Dumpster.
22. No unit owner (including any agent, tenant, representative, or family member of any unit owner) shall discharge, empty into or

place in the drainage plumbing system of any unit or common area any non-soluble liquid (including grease), chemical, solid, or substance of any type, form, or description. In the event of the violation of this Rule 22, the unit owner from which the discharge originated shall be liable for all plumbing and other expenses associated with rectifying this problem and returning the plumbing system to a normal operating state. The Board of Directors may enforce the duty of the unit owner to reimburse the Association for plumbing and other expenses incurred by fine, lien, or assessment against the unit owner.

23. Any replacement by a unit owner, or their representative, of any exterior window or door shall require prior approval by the Board of Directors as to style, material, form and color of such replacement.

#### **AFFIRMATIVE ACTIONS:**

1. **SAFETY INSPECTIONS.** Due to significant damages and economic losses resulting from plumbing failures in unoccupied units, the following actions are now in force and effect for all Market Center Towers units:
  - a. All owners of units, which are not occupied year round, shall provide an entrance key to their unit to either the Association property manager or someone designated by the unit owner, such designated person being a current full time occupant of Market Center Towers. Where a unit owner gives a key to a current full time occupant, the unit owner shall inform such person of the inspection requirements of this Rule and Regulation and shall promptly inform the Association property manager of the person designed to permit unit entry.
  - b. The Association property manager shall develop a calendar schedule of regular inspections of units not occupied year round. Such inspection shall consist of checking for leakage and age of a unit's hot water heater, condensation line associated with HVAC, leaking unit plumbing fixtures and water lines, any electrical appliance reasonably believed by the property manager to have been unintentionally left on (examples being an iron, electric fan or cooking appliance) and windows left open exposing the unit to rain. Upon notification by the Association property manager, the unit owner shall repair or replace any HVAC or plumbing part causing leaking water.
  - c. In those instances where the unit owner has given an entrance key to a designated full time occupant of Market Center

Towers, such occupant shall accompany the property manager during any inspection of such unit.

- d. The Association recommends that unit owners replace any hot water heater which has an age of 10 years. For any unit hot water heater reaching 12 years of age, such hot water heater shall be promptly replaced at the expense of the unit owner.
- e. All unit owners shall familiarize themselves with the location and operation of their hot water heater cut off valve and the main water cut off valve for the entire unit. In the event of a hot water heater rupture while the unit is occupied, the occupant must be informed as to how to immediately stop water entry. For any unit owner renting (either full time or part time) their unit to a tenant and any unit owner allowing anyone to occupy, for any time period his or her unit, the unit owner shall instruct and familiarize such occupant of the manner and procedure for terminating water entry to the unit.
- f. UNIT IMPROVEMENTS: for all unit improvements desired to be completed by a unit owner and such improvements are required by the City of High Point Building Code to be permitted and inspected, all such improvements shall be done in compliance with the High Point Building Code and all such improvements shall be undertaken by appropriately licensed individuals, such as but not limited to licensed plumber, licensed electrician, etc.