

Market Center Towers Association, Inc.

531 North Hamilton Street

High Point, NC 27262

SECOND AMENDMENT TO RULES AND REGULATIONS OF MARKET CENTER TOWERS ASSOCIATION, INC.

COMMON AREA/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 (1st) floor, are common area/elements.

As used herein, the use of the term "members" shall include 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 junk or disabled vehicles shall be parked or left in any driveway, access area, parking space or common area. Any vehicle inoperative for a period of 14 consecutive days shall be conclusively presumed to be disabled and, if not removed by its Owner within 5 calendar days following notice (including electronic notice) from the Board or its authorized agent, may be towed from the common area by the Association, the expense of such towing and removal being an expense chargeable by the Association to the Owner. The vehicle owner (and not the Association) shall be solely responsible for all towing and storage charges resulting from such Rules and Regulations violation. 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. 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.

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.