

THE DAWSON ON MORGAN CONDOMINIUM OWNERS ASSOCIATION RULES AND REGULATIONS - 2020

- 1. ASSESSMENTS** – Homeowner Association fees are due on the first of each month. Assessments that are not received by the fifteenth day of each month are delinquent and legal action may be taken for collection. Unpaid assessments are subject to an 18% interest charge over fifteen days late. Costs of collection including, but not limited to, legal fees and court costs are borne by the delinquent property owner.
- 2. ARCHITECTURAL CONTROL** – No exterior change or alteration of any type is permitted. Further, 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 by the Association, in its sole discretion. No owner shall make any improvements or alterations in or to his Unit that impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium or to any Limited Common Element. A request must be made in writing to Towne and submitted for approval. A copy of the required application is located on your community website. The architectural review committee may or may not approve the request. A written reply will be made by the managing agent after the application is reviewed. See the Condominium Declaration for more information.
- 3. INTERIOR CONSTRUCTION** – Should any owner wish to perform major interior construction in a unit, the owner must first obtain prior written approval from the Association for the full scope of work to be performed. Major interior construction will include any structural changes and modifications, hardwood floors and tiling. Interior construction does not include such items as occasional painting of one or two rooms, replacing appliances including hot water heaters, and/or any work already authorized by and through the Association such as HVAC repair and replacement.

Owner shall submit written plans and specs in enough detail to describe the full scope of work, along with a list of all vendors/contractor with full contact information and insurance certificates, to the Association for review and approval. The Association has fifteen (15) days to approve or disapprove of any work to be performed, with such approval not to be unreasonably withheld. No work shall require access to any other unit, above or below, except with the unit owner's expressed written permission.

Prior to construction commencement, vendors/contractors shall coordinate access to the building through Towne. All construction materials and vendors should only use the freight elevator. Owners are responsible for ensuring that contractors have reserved the use of the loading dock and freight elevator through Towne Properties Raleigh District. **A fine up to \$100 per occurrence will be imposed to the homeowners account if the passenger elevator is used to transport any construction material.** Construction vehicles must only park in the owner's assigned space and/or loading dock with prior permission or they will be subject to immediate towing. Owners shall always be responsible for the performance and actions of all vendors/subcontractors under its employ. **Work shall take place only between the hours of 8:00 am and 5:00 pm Monday through Friday and 9:00 am to 3:00 pm on Saturdays.**

When the work is completed, the Association and owner shall inspect the common areas to determine if any damage is deemed to have been caused by owner's vendor/contractors. The owner will be responsible for the cost of all repairs to the common areas or other property owners' units.

- 4. MAINTENANCE & REPAIRS** – Owners are responsible for all interior repairs and maintenance of their units. The condition of the common areas (everything outside the condominium units) is the responsibility of the Homeowners Association as directed by the Board. **The Board has hired Towne Properties to manage the common areas. Please contact Towne at 878-8787, to report problems.** Details about maintenance responsibility can be found in the “Maintenance Responsibility Chart” you will find inserted further in this package. The Covenants authorize the Board to have right-of-access to the condominiums should a situation adversely impact the common areas or endanger other units.
- 5. DAMAGES CAUSED BY OWNER, HIS AGENTS, INVITEES OR FAMILY MEMBERS** – Any damage caused by negligence or intentional misconduct from the named above will be the responsibility of that Owner. The association shall be responsible for the maintenance and repair of all Common Elements, except for the Limited Common Elements, exclusive to a unit (excluding the parking areas, and the common elevators and corridors within each Building, all of which shall be maintained by the Association). The Association may repair the damages and charge the costs of the repair to the owner responsible for the damage.
- 6. PARKING** – Parking space number(s) are assigned to each Unit at The Dawson on Morgan and a schedule of assigned spaces is provided in this package. Each unit is assigned a license authorizing that unit owner to use certain parking spaces. This license is provided when the unit is first purchased, and thereafter parking spaces are not reassigned. Please note that there are no visitor parking spaces. Public parking is conveniently located across Morgan Street for your guests, vendors, and other visitors to use while at the Dawson. The Association maintains the entire parking area: spaces drive isles, security gates, and fencing. The Association also maintains a master list of each owner's licensed parking space. Each unit owner is asked to use common courtesy: do not park in other owner's assigned spaces, keep your vehicle inside the parking lines, drive slowly, and be careful opening your car doors. No owner, or any employee, agent, or invitee of any Owner, shall park, store, or keep any vehicle on the Property except wholly within the designated parking spaces and shall not block any entrance, drive aisles, and fire lanes. No boat, boat trailer, motor home, travel trailer, camper or other recreational vehicle may be stored on the Property at any time. The Association shall have the right to tow any vehicle in violation of this at the owner’s expense. In addition to having the rights to tow, the Association shall have the right to levy fines as follows: First offense during any twelve (12) month period - \$50.00; Second Offense during any twelve (12) month period - \$75.00; any violations over two (2) in any twelve (12) month period - \$100.00. Fines imposed for parking violations shall be considered special assessments and shall be due and payable upon receipt of the parking violation.
- 7. SECURITY SYSTEMS** - The building has a security system for the entry lobby and vehicle entry gate that are owner specific which records door and time/date of entry information. In addition to unit keys, owners will be supplied two (2) entry fobs to operate the first-floor lobby doors and vehicle entry gate. Additional entry fobs are available for \$15.00 each from Towne. Vehicle sticker transponders are available at owner request for \$15.00. Nine security cameras are included in the security system package.
- 8. KEYS** -- Each Owner is required to make one (1) key available to the Association for the unit's entry door. No Owner is permitted to install new locks or rekey a Unit unless authorized by the Association (which authorization shall not be unreasonably withheld provided the work meets municipal codes and regulations) and provided Owner makes one (1) new key available to the Association. Keys are kept in a secure location and Towne will not access any unit without the owner’s advanced approval, unless in the case of an emergency, (water, smoke, fire). Only bonded and insured vendors authorized by Towne to perform maintenance in the Units (HVAC maintenance, for example) may be given access to keys. It is recommended each Owner keep an extra set of keys to their Unit in their personal lock box in case they lock themselves out. All owners will be given two swipe card keys for doors that require this type of access along with two regular keys to common area doors and stairwells.
- 9. ANIMALS** – **AS STATED IN THE RESTRICTIVE COVENANTS** - Pet owners should always use the freight elevator to take pets to and from their residence. Under no circumstances are pets allowed on the passenger

elevator. No Owner shall have more than two (2) pets at any one time (excluding fish). No pet shall be permitted on 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). Owners shall clean-up immediately after their pet in an accident occurs. If any owner violates these rules more than twice in any twelve (12) month period, then in addition to any fines levied, 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.

- 10. PET WASTE --** The only area designated for walking pets is the exterior of the building. Please take pets in and out through either the stairwell or the freight elevator only as pets are not allowed in the passenger elevator at any time. All excrement from pets should be immediately cleaned up and removed and disposed of in a closed container. The City of Raleigh requires that all pets be curbed and that the owner dispose of the waste as stated above. The Association will assess a fine of \$250 to any owner that does not pick up pet waste.
- 11. TRASH --** Trash removal is provided by Waste Industries. For all household trash, there is a trash chute located near the freight elevator on each floor that dumps into a trash compactor on the first floor. Only bagged household trash goes in the trash chute. DO NOT put the following in the trash chute: pizza boxes (unless cut into small pieces and bagged), newspapers, and cardboard. Furniture, mattresses, and other large trash items require special hauling; please contact Towne to arrange for removal, for which there will be an extra charge depending on the scope of work. The Association is authorized to charge owners for the cost of removing unauthorized trash left in and around the building.
- 12. RECYCLING –** Grime Control Cleaning Service is responsible for recycling pick up. There are 3 recycling containers located in the trash room. The trash room can be accessed by first entering door to left of freight elevator (facing the elevator) with your access card and/or key fob and then through the door to your right (unlocked). Plastic bottles, glass, aluminum, newspapers (and their inserts) and magazines will be accepted. You do not have to separate the items; Grime Control Cleaning Service will sort through the items once the recyclables have been delivered to their facility. Thank you for choosing to recycle!
- 13. SPEED LIMIT –** The speed limit inside the Common area shall be 10 miles per hour. Exercise caution when driving through the parking lot of The Dawson on Morgan in order to ensure the safety of residents and guests.
- 14. LEASES/TENANTS (Sec 8.6) –** Any lease of a Unit or a portion thereof shall be in writing and all tenants, guests and invitees must comply with the by-laws of the Association including Rules and Regulations established by the Board of Directors. Tenants must be informed of this responsibility and supplied a copy of the Rules and Regulations by the owner. All leases shall be subject in all respects to the Condominium Documents and any failure by the lessee to comply with all terms of the Condominium Documents shall constitute a default under the lease. A copy of the lease, along with full personal contact information for the landlord and the tenant shall be delivered to the Association prior to the tenant's occupancy. Evidence of insurance is also required. No Unit may be leased for a period shorter than six (6) months.
- 15. SIGNS AND FLAGS –** No signs or other advertising devices shall be displayed on or about the exterior of any Unit, or in the Common Elements, except for one (1) building standard unit number sign as part of the uniform signage program for the building not exceeding twenty-four (24) square inches in area on the main door to each unit. No pole or other device for the display of decorative flags shall be erected or displayed on or about the exterior of any Unit, or in the Common Elements unless approved in advance by the Association.
- 16. BALCONIES –** The balconies adjacent to each unit shall be kept in a clean, neat and orderly condition always and shall not be used for storage, cooking, or for the drying of laundry. Towels, banners, and bird and/or squirrel feeders shall not be hung on the balcony railings or installed on the balcony patio. Any dead plants shall be removed promptly. No indoor-outdoor carpeting, hot tub, or other pool shall be installed on any balcony.

- 17. YARD SALES** – Yard sales are not permitted.
- 18. NOISE** – The Dawson on Morgan is inside the City of Raleigh and therefore falls within the city’s noise ordinance. If you are disturbed by loud noise, you should first attempt to contact the source of the noise. If the source is uncooperative and the problem persists, contact the Raleigh Police Department. You can report noise complaints to 919-831-6311.
- 19. PERSONAL PROPERTY** – Personal property including toys, bicycles, skateboards, garbage cans and recycling bins should not be left in the Common or parking areas.
- 20. MAILBOXES** – Mailboxes are located adjacent to the lobby entrance and parking area. Federal law prohibits unauthorized entry of mailboxes. If you have lost your mailbox key or require additional mailbox keys, please contact your local post office. It’s recommended to make a spare mailbox key.
- 21. HAZARDS** – The discharge of firearms, fireworks and other noisemaking or explosive devices are not permitted at The Dawson on Morgan. The storage and use of any hazardous material are restricted in type and quantity to those which are appropriate for use in or about the home and must be in strict accordance with safety requirements and applicable law.
- 22. HVAC** -- Each HVAC system has one air handler and one rooftop compressor. The air handler is located above the ceiling through an access panel in the washer/dryer or closet area. The rooftop compressor is located on the roof on specially designed platforms. Most units have one HVAC system conditioning their space, and larger units have two systems (one thermostat = one unit). Thermostats are 7-day 24 hour programmable, with the instruction guide provided in your warranty package.
- 23. HOT WATER HEATER** – Each owner is **required** to show documented proof that their individual hot water heaters have been replaced within or at the suggested 10-year lifespan.
- 24. COMMON AREAS** – Each owner should protect their interest in the common area. Please do not litter or restrict enjoyment of the common areas.
- 25. CLOTHESLINES** – No clotheslines are permitted.
- 26. SATELLITE DISH SERVICE** -- In no event shall any exterior television antenna or satellite dish be mounted or placed on the exterior surface or patio balcony of any unit. A rooftop exterior television antenna and satellite dish area has been established for placement of these devices and this shall be the only area in and around the Building that such devices shall be permitted. In addition, in the event the Association contracts with one (1) satellite service vendor to provide building-wide subscription services for unit owners, then all owners shall obtain satellite service solely from this vendor. In all instances, antenna or satellite dish located on this rooftop area shall be screened from public view. Only in the event there is no Association authorized service vendor available to provide service as described above shall an owner be permitted to install a satellite dish or antenna on the roof. In this case, prior to installing the antenna or satellite dish, the owner shall furnish to the Association a copy of the owner’s 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 Association and in ways consistent with the existing infrastructure, shafts, and penetrations in the Building. The owner shall also be responsible for removal of any antenna or satellite dish and associated mounting and wiring when services for the device are cancelled. In addition, the owner shall be responsible for any damage caused by the removal of the antenna or satellite dish and associated mounting and wiring, including the sealing of conduits or other roof penetrations. Owners installing an antenna or satellite dish 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 but not limited to any damage to the corridor walls and ceilings as well as the roof of the Building or other property damage caused by installation or use or roof leaks.

27. INSURANCE – The Association does provide an all risk blanket insurance coverage plan for the exterior of the building for property, liability and fidelity insurance at a rate of 100% of the replacement cost of the Building at the time such insurance is purchased. A separate policy designed for condominiums is required for personal property, and as well as a minimum liability insurance as established by the Association. The individual Property Owner is responsible for the Associations \$5,000 deductible. Coverage to pay this expense should be added to the owner's policy. The owner is responsible for liability claims that arise inside the unit, their own personal belongings and for displacement. Please check with your insurance agent to ensure you have proper coverage.

28. AUTOMOTIVE REPAIRS – No significant automobile repair shall be allowed in the parking areas.

29. STORM DOORS – No storm doors are allowed.