

## **EXHIBIT D**

### **TOWN & CAMPUS SQUARE CONDOMINIUM**

#### **CONDOMINIUM RULES**

To assist the Association in providing for congenial occupancy and the protection of the value of the Units, it is necessary to exercise reasonable controls over the use of the Units. Until amended, the following Rules shall be in effect. Violation of the following enumerated prohibitions shall not be permitted, and the Board of Directors is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator. These restrictions and Rules are adopted for the benefit of Unit Owners of Condominiums at Town & Campus Square Condominium. They are intended to assist in preserving a clean and attractive environment, assuring the peaceful enjoyment of the Condominium, and protecting and enhancing the value of the Unit Owner's Property. The Rules are not designed to unduly restrict or burden the use of the Property.

Complaints of violation of these Rules and restrictions should be made to the Board or Manager. The complainant will be notified in writing by the Board or Manager as to what action has been taken.

Any consent or approval of the Board or the Manager given under these Rules shall be revocable at any time.

All Owners and their families, tenants, guest, invitees and licensees are bound by the following Use Regulations, as they may be amended from time to time by the Board:

#### **General Use Regulations:**

1. No Unit or Common Area of the Condominium may be used for any unlawful, immoral or improper purpose.
2. All Units shall be used in a manner consistent with all applicable federal, state and local laws, ordinances and zoning regulations and all applicable Condominium Rules, including, but not limited to restrictions on the storage, use or disposal of toxic or hazardous substances.
3. No Owner shall place advertisements or posters of any kind in or on the Property except as authorized by the Board. This restriction shall not apply to advertisements, signs or posters utilized by the Declarant, or its agents, in selling the Units.
4. All refuse and trash shall be placed in locations specifically designated by the Board, and no garbage or trash shall be permitted to remain in public view. Use of the dumpster on site is for the normal and customary use of volume generated by the respective Units on

site. Excessive use or extraordinary trash volume is strictly prohibited. There will be no littering. Paper, cans, bottles, cigarette butts, food and other trash are to be disposed of only in appropriate trash containers and under no circumstances are such items to be dropped or left on the grounds or other Common Area.

5. No Unit Owner, tenant or guest shall allow the installation of wiring for electrical or telephone use, radio or television antenna, satellite dish, air-conditioning unit or other machine or equipment, which protrudes through the perimeter walls or the roof of any building or is otherwise visible on the exterior of a building except as presently installed without prior written consent of the Board of Directors.
6. No activity shall be done or maintained in any Unit or upon any Common or Limited Common Area which will increase the rate of insurance on any Unit or the Common or Limited Common Area or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board of Directors. No waste shall be committed in the Common or Limited Common Area.

7. Rules Specific to Residential Units:

A. Pets and Animals. A maximum of two (2) house pets shall be permitted and shall be housed indoors overnight. Pets must be under the control of their owner at all times when on Condominium premises. Any animal waste produced must be promptly disposed of by the pet owner in a sanitary manner. The owner of any animal that repeatedly disturbs members of the community by violation of rules as stated will be asked to remove the animal and may be referred to the Durham Police Department. No livestock or poultry shall be kept anywhere within the Condominium. A fine of One Hundred Dollars (\$100.00) shall be assessed against a Unit Owner of any violation to this provision.

B. Leasing. A Unit may be leased to a maximum of four (4) occupants. Rentals shall be for a period of not less than thirty (30) days. Unit Owners renting their property shall be obligated to notify the Association in advance of the name and address of the renter(s), and the time period for which the Unit will be rented. Owners and/or Agents shall inform renters of the Residency Rules and Regulations of the Condominium and shall provide them with a copy of the Rules, which shall be acknowledged by signed receipt.

C. Nuisance. Unit Owners, their tenants and guest shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, television and amplifiers that may disturb others. Unit Owners and tenants shall be held responsible for the actions of their family, guests, invitees and licensees. If occupancy by tenants or guests creates a nuisance to other Unit Owners, the Board shall have right to require that the offensive tenants or guest leave.