

**APPENDIX I
TO BYLAWS
OF
BALDWIN LOFTS CONDOMINIUM ASSOCIATION**

RULES AND REGULATIONS

(1) NOISE

- (a) No Unit Owner shall act so as to interfere unreasonably with the peace and enjoyment of the residents of the other Units in the Property.
- (b) Residents shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, televisions and amplifiers that may disturb other residents.
- (c) No Unit Owner shall permit unusual, disturbing or objectionable odor or noise to emanate from his/her or its Unit.

(2) TV, ANTENNAS AND TELECOMMUNICATIONS

- (a) Install wiring for electrical or telephone installations, television or radio antenna, air conditioning fixtures, or similar objects outside of his/her or its Unit or which protrudes through the walls or the roof of the Unit except as authorized by the Executive Board, and upon any deactivation of such devices, the Unit Owner shall ensure the device is removed;
- (b) No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed in the exterior portion of any Unit or to the Common Elements without the express prior written permission of the Association; provided, however, if applicable law (including regulations of the Federal Communications Commission) prohibits the regulation of such installations by homeowners associations like the Association, then such installations shall be governed by such law.

(3) DOORS

- (a) The exterior entry doors to all Residential Units should be painted the same color at all times. From time-to-time, the Executive Board may chose to change the color of the exterior entry doors.
- (b) A Residential Unit Owner may hang a decorative item on the exterior entry door of his/her Residential Unit, provided such hung item does not emit any fragrance, does not protrude beyond the door frame, and is consistent with the overall character of the Building.
- (c) Door mats at the Residential Unit entries are allowed.

(4) WINDOWS

- (a) No Unit Owner shall hang garments, towels, rugs, or similar objects from the windows or balconies or from any of the facades of the Property; or
- (b) No Unit Owner shall clean dust mops, rugs or similar objects or throw any other substance into the Common Elements or from the windows or balconies by beating on the exterior part of the Property.

- (c) Any window covering (blinds, shutters, drapes, curtains, etc.) used or maintained by Unit Owners in Units shall be white in color when viewed from the exterior of the Building.
- (d) No Unit Owner shall install any object (temporary or permanent) on the exterior of the building, with the exception of window boxes.
- (e) Any window box installed by a Unit Owner must be maintained by such Unit Owner to ensure that the aesthetic appearance of any such window box does not detract from the beauty of the Building and to ensure the safety of such window box.
- (f) The appearance of the façades (front and rear), first floor storefront and the exterior windows of the Building, on the front and rear façade, must be maintained as their appearance was at the time that the Declaration was recorded. See photos below. As of the recording of this Declaration, the Building is recognized as a "historic landmark" by the City of Durham and by Durham County, and alterations to exterior windows may cause retraction of the "historic landmark" designation. A Residential Unit Owner may not alter the appearance of the individual windows serving his/her unit. Any alterations undertaken must be done collectively by all Units.



Storefront: Aluminum with clear, anodized finish. Transparent window glass. Two entry doors for Commercial Unit, separated by two glass panels. Both doors swing outward. Entry alcove into Residential Units has single door swinging outward with same clear, anodized finish.



Windows: Original steel frame windows, with double pane transparent glass. Frames painted silver. New windows on the rear façade match frame color and pane size of original 6 over 6 windows.

(5) MAINTENANCE AND USE OF PROPERTY AND COMMON ELEMENTS

- (a) A Unit Owner shall immediately report any repairs and maintenance issues to the the Association and/or the designated representative of any property management company hired by the Association.
- (b) Grilling using charcoal grills, gas grills, other grill type or any open flame device is prohibited on the Property or within ten (10) feet of the Building by North Carolina Fire Code. This provision is not intended to prohibit a restaurant in the Commercial Unit from cooking in its kitchen on a kitchen grill installed and operated in accordance with all applicable law and regulations.
- (c) No Unit Owner shall store personal property in any area outside of his/her Unit without the express permission of the Executive Board.
- (d) Post any advertisements or posters of any kind in or on the Property except as authorized by the Association.
- (e) Operate, park, or store on the Common Elements any automobiles, recreational vehicles, scooters, motor homes, motorcycles, trucks, trailers, commercial vans or boats without permission of the Executive Board, except that bicycles may be kept in the area designated by the Executive Board.
- (f) Smoke in any of the interior portions of the Common Elements.
- (g) No structure of a temporary character shall be placed upon the Property at any time; provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor or developer during the construction of the Property, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the Property after completion of construction. The design and color of structures temporarily placed on the Property by a contractor shall be subject to reasonable aesthetic control by the Declarant.
- (h) No tent, barn, tree house or other similar outbuilding or structure shall be placed on the Property at any time, either temporarily or permanently; provided, however, that the Declarant reserves the right to grant approval in writing for temporary construction facilities to be placed on the Property.
- (i) No noxious or offensive activity shall be carried on, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the other Owners. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property by the other Owners.
- (j) No Owner shall (either with or without negligence) cause or permit the escape, disposal or release of any biologically active or other hazardous substances (including flammable substances), or materials or allow the storage or use of such substances or materials anywhere on the Property in any manner not sanctioned by law for the temporary storage and use of such substances or materials. Each Owner shall maintain his Unit and use the Common Elements so as to comply with all now existing or hereafter enacted or issued statutes, laws, rules, ordinances, orders, permits and regulations of all state, federal, local and other governmental and regulatory authorities, agencies and bodies applicable to the Property pertaining to environmental matters or regulating, prohibiting or otherwise having to do with asbestos, lead and all other toxic, radioactive, or hazardous wastes or material including, but

not limited to, the Federal Clean Air Act, the Federal Water Pollution Control Act, and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as from time to time amended.

(6) MAINTENANCE AND USE OF INDIVIDUAL UNITS

- (a) It shall be the responsibility of each Unit Owner to prevent any unclean, unsightly or unkempt condition in or around his/her or its Unit or elsewhere on the Property's grounds, which shall tend to substantially decrease the beauty of the condominium, the neighborhood as a whole or the specific area.
- (b) A Unit Owner may make improvements or alterations within his Unit that do not in any way change the Common Elements or otherwise impair the structural integrity of the Buildings or the mechanical, plumbing or electrical systems. Declarant may make changes in any Unit or in the Common Elements at any time to meet mandatory requirements of applicable law.
- (c) Residential Units shall be used only for residential, noncommercial purposes; provided, however, subject to the terms of this Declaration, Owners may "work from home" so long as there are no customers or employees visiting or otherwise working in such Unit or deliveries to the Unit or Condominium which exceed a number incidental to a residence. Except to the extent such uses are required by law to be permitted, no Unit may be used for day care or group home purposes.
- (d) Except as permitted in Section 3.6 of the Declaration, no Unit Owner shall in any way puncture, tear, cut or otherwise damage the gypsum board which is hung on the perimeter walls and ceilings of the Units in violation of the applicable building codes; provided, however, this restriction shall be construed to permit the normal hanging of pictures or shelves.
- (e) A Unit Owner's right to hang signs, banners and flags is subject to the provisions of Section 3.4(e) of the Declaration.
- (f) Unit Owners shall not flush anything down the toilet or put anything down the drain in his/her Unit that could cause damage to the Property or other Units by way of clogging the plumbing (e.g., feminine hygiene products, non-degradable diapers, etc.).
- (g) There shall be no smoking in any part of the Condominium. This prohibition expressly prohibits smoking within any Units or any portion of the Common Elements, and expressly prohibits the smoking of any substance by any method, including, without limitation, cigarettes, cigars, pipes, and all other smoking devices intended for the smoking of tobacco or any other substance.

(7) TRASH

- (a) No Unit Owner shall throw trash or recycling outside the areas specifically provided for such purposes.

(8) VISITORS AND BUILDING SECURITY

- (a) Unit Owners shall only allow entry to the Property of their guests and shall not prop open any exterior doors unless authorized by the Association.
- (b) A Unit Owner is responsible for the behavior of his/her guests and/or visitors.

- (c) For the safety of the building, the roof patio, which is a Residential Limited Common Element, may not be used for assembly purposes (e.g., parties, receptions, etc.) unless the Unit Owner or the tenant of a Residential Unit, under an allowable lease, is present.

(9) PETS

- (a) A maximum of two (2) domestic pets per Residential Unit is allowed. The aggregate weight of the pets shall not exceed one hundred (100) pounds. Non-domestic pets shall not be allowed in any Residential Unit. Pets shall not be kept or maintained for commercial purposes or for breeding.
- (b) No Unit Owner shall maintain any pets, which causes distress to any other Unit Owners through repeated barking, making other noises, biting, scratching, soiling, or damaging of property.
- (c) Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed by the Unit Owner from the Property upon ten (10) days written notice from the Association.
- (d) All pets shall be kept on a leash except when in a Residential Unit and the Unit Owner shall be responsible for removing all pet waste left on the Property by any pets residing with such Unit Owner.
- (e) No pets or animals are permitted in the Commercial Unit, except if the Commercial Tenant allows seeing-eye dogs.

(10) LEASING OF UNITS

- (a) All leases of Residential Units shall be for an initial term of six months or longer, except that there will be no term limitation on leases of units owned by Declarant.
- (b) Any lease of any Unit shall expressly provide that occupancy thereunder must be in a manner consistent with the Condominium Documents and shall provide that the terms and conditions of the Condominium Documents shall be complied with by the lessee. Any lease entered into by a Unit Owner pursuant to the provisions of this paragraph shall be deemed to contain the requirements set forth in the Condominium Documents whether or not they are actually contained therein, and the lessor and the lessee of any such lease shall be bound by these provisions. Upon any lease of a Unit, the Unit Owner shall provide the Association with the name, address, telephone number and, if available, electronic mail address of the lessee(s).