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***BROAD STREET TRAILS  
TOWN HOMES  
HOA***

***HOUSE RULES***

**January 31, 2006**

**Edition one**

# **BROAD STREET TRAILS HOMEOWNERS RULES AND REGULATIONS**

## **General Rules and Regulations and Architectural Control Standard**

The Rules and Regulations are intended to enhance the quality of life for all owners, renters and guests alike. They are intended to preserve the safety and value of the properties at the Broad Street Trails. In establishing and maintaining the Rules and Regulations, or Standards, the Board of Directors shall make every effort to ensure that they do not affect units' owners' and renters' rights to enjoyment of reasonable and unrestricted use of their property or privileges of ownership. These Rules and Regulations may be modified, added to, or repealed in whole or in the part at a Board of Directors meeting and must meet the quorum when deemed necessary in the best interest of units owners/residents and the community. It should be remembered that Rules and Regulations do not replace the By-Laws, which the Board of Directors uses as its primary governing document. Both documents are in force. In case of conflict between the wordings of these documents, the CCR's(Covenant,Conditions and Restrictions) will prevail.

### **Rules and Regulations**

- A. Violations should be reported to the Board of Directors of the Association or to any designees of the Management Company.
- B. Violations will be called to the attention of the violating Owner(s) by the Board of Directors in writing and the Board of Directors will also notify the appropriate committee of Association, if any.
- C. Disagreements concerning violations will be presented to and be ruled on the Board of Directors who will take appropriate action.
- D. Unit Owner(s) are responsible for compliance by their guests or lessees and all others.

## Rules and Regulations for Broad Street Trails Development

The following Rules and Regulations shall apply to and be binding upon all owners, renters, lessees and their guests. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association. Violations may be remedied by the Association by fine, injunction or other legal means and the Association shall be entitled to recover in said actions and all court costs incurred by it, together with reasonable attorney's fees against any person(s) violating the Rules and Regulations and any of the Exhibit attached thereto.

### I. Pet Restriction

- A. Ordinary house pets shall include dogs, cats, caged domesticated birds, hamsters, gerbils, and guinea pigs, aquarium fish, small snapping turtles and tortoise, domesticated rabbits, and creatures normally maintained in a terrarium or aquarium. All ordinary pets are permitted subject to the guidelines in this resolution.
- B. Unusual house pets shall include without limitation, those animals not generally maintained as pets, such as large reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, and other than those listed in subsection A above, or not maintained in a terrarium or aquarium. Unusual house pets are prohibited.
  1. Pets are permitted only as long as they are **NOT** kept, bred or maintained for commercial purpose.
  2. Dogs and cats must be kept within the confines of the owner's lot.
  3. Dogs and cats must be on a leash at all times when outside the owner's lot.
  4. Dogs and cats cannot be staked or tied whether on the owner's front lot or on common property.
  5. Dogs houses' are permitted only on the back completely fenced porch.
  6. All residents are required to clean up after their pets.
  7. Pet owners are responsible for any property damage, injury or disturbance their pet may cause or inflict.
  8. All pets must have and display, as appropriate, evidence of all required registrations and inoculations.
  9. No owner shall inflict or cause cruelty in connection with any pet.
  10. The number of ordinary house pets, excluding caged birds or those in a terrarium or aquarium, is not to exceed two (2) per unit.
  11. Please be considerate of your neighbors and resolve barking problems quickly. Nuisance barking can be of very short duration and it can occur at any time of day or night.
  12. Do not leave food outside or feed any stray or wild animals.

## **II. Leasing/ Sale of Units**

### **A. Leasing of Units**

All units shall be used for single family residential purposes and for ancillary home offices uses. No other business, trade, or similar activity shall be conducted upon a Unit. Units may be leased for residential purpose only. All leases shall have a minimum of 12 months. The Owner shall notify the Board of the lease of the Unit within thirty (30) days of entering into the lease and shall provide such information, as the Board shall require. All leases shall require that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, and rules and regulations of the Association and shall also obligate the tenant to comply with these documents. No Unit shall be rented for transient or hotel purposes or for a period of less than twelve (12) months. The units intend to be one family only. **Rental Property.** All unit owners who rent to tenant shall (1) provide the tenant with a copy of the By-Laws and Rules and Regulations, (2) include in the lease agreement a provision that the tenant has been given said copies, has read and understood, and agrees to abide by these documents, (3) notify the Board in writing that the unit is tenant-occupied. The unit owner is responsible at all times for the enforcement of the established guidelines.

### **B. Sale of Units**

A Unit Owner intending to sale a Unit shall give the Board written notice of such intention within seven (7) days after execution of the sales documented.

The new owner shall be provided his/her name, address and telephone number with information if unit will be rented.

## **III. Parking policy and motor vehicle operation**

1. Each unit has two assigned parking spaces in front of the unit. Some sections of the development have guest parking spaces for the use of visitors.
2. No car shall be left in a guest space for longer than three days without the written consent of the Board. Spaces designated "Guest Parking Only" will be for guests only. No resident is allowed to park in the guest parking areas. Emergency vehicles such as fire trucks, ambulances, paramedics, police vehicles are exempt from the parking regulations regarding visitors parking.
3. No parking without permission in another resident's assigned parking space.
4. No double-parking in front of parking spaces any time.
5. No parking of recreational vehicles, boats, campers, trailers, junk or inoperable vehicles or other similar vehicles.
6. No keeping or storage of vehicles, operable or inoperable, including vehicles without current state tags, inspectional decal
7. No extensive repairs or extraordinary maintains of vehicles.
8. No use of parking spaces for accumulating or storing trash etc.

9. Any vehicles that, in the discretion of the Board pose a safety hazards shall be prohibited from parking. This includes, but not limited to:
  - a. Vans with ladders, tools attached to the outside of the vehicle
  - b. Vehicles over 20 feet in length.
10. No commercial vehicle.
11. The moving vans are allowed only for 24 hours parking for loading and unloading futniture.
12. All parked vehicles without current license plates will be reported to the DMV and towed at the owner's expense.
13. Vehicles used primarily for commercial purposes and vehicles with the commercial writings on their exteriors are prohibited from being parked at the development unless during normal business hours temporarily for the purpose of serving the Unit or Common Area. Any above vehicle shall be authorized to remain on the any portion of parking overnight.
14. Car washing is prohibited.
15. Unit owners are permitted to have motorcycles. All motor vehicle noise should be kept to a minimum.

#### **IV. Noise**

1. No nuisance or practice, which is source of annoyance to other residents, is allowed. No annoyance of any kind, including loud radio, stereo, or television, loud parties etc. is permitted after 11:00PM or before 7:00 AM. Any resident may call the police to report violators.
2. Unit owners shall exercise due consideration at all hours in the operation of radios, televisions, musical instruments, stereo or any other times to ensure that the sound will not disturb others.
3. Be aware that sound travels between units. Avoid excessive noise.
4. No resident, owner, guest or lessee shall make or permit any noise that will disturb or annoy the occupant of any other residence, or permit anything to be done which will interfere with rights, comfort or convenience of other residents.

#### **V. Signs**

1. Except as may be required by legal proceedings, no signs of any kind are permitted on common area or in front of any units, no political signs, advertising posters, billboards of any kind shall be erected, placed or permitted to remain on the Property except that:  
one (1) professional security sign not to exceed one foot by one foot in size may be displayed on a Lot and one (1) professional sign two feet by two feet "For Rent" or "For sale" are allowed but need to be approved by the Board.

#### **VI. Firearms and Fireworks**

1. The display or discharge of firearms or fireworks on the Common Property

is prohibited; provided, however, that the display of lawful firearms on the Common Property is permitted for the limited purpose of transporting the firearms across the Common Property to or from the Owner's Lot. The term "firearms includes "B-B" guns, pellet guns and other firearms of all types, regardless of size. The fireworks are prohibited at all.

## **VII. Abandoned Personal Property.**

1. Personal property, except for vehicles, is strictly prohibited from being stored, kept, or allowed to remain upon portion of the Common Property for a period of more than twenty-four (24) hours. The Board of Directors will remove it and place in the trash container.

## **VIII. Clotheslines**

1. Must be located or screened so as not to be visible from view of neighboring units, street and property located adjacent to the unit. Any laundry put out to dry must be lower than the back porch wall.

## **IX. Fences**

1. No fences shall be erected without the prior written approval of the Architectural Committee. Any fences furnished with the Unit may not be moved or altered in any way without Architectural Committee approval. Additional fences may be installed according to the approved specifications. All requests to install a fence must be in writing. The Architectural Committee will approve the fence. Fence enclosure of back porch must match the existing architectural design.

## **X. Rubbish, Trash and Garbage**

1. All rubbish, trash and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate. No garbage or trash shall be placed on the Common Area or outside the Unit, temporarily, or otherwise. No trash shall be placed in front of Units. **Violation of these rules will be subject to a maximum fine of \$50.00 per violation with one written warning.**
2. No linens, cloths, clothing, curtains, rugs, mops, brooms, or laundry of and kind or other articles, shall be shaken, hung or displayed from any windows, doors, fences, or other association property visible from the front of the building.

## **XI. Architectural Control**

1. **Policy**
  - a. The architectural covenant imposes a legal requirement on the

Association to approve or disapprove construction of new structures, exterior additions or alternations to the original design of units, and all subsequent alterations thereto BEFORE the unit owner starts them. The Board of Directors has delegated to the Architectural Control Committee the task of reviewing applications and making recommendations to the Board for approval or disapproval.

- b. It should be noted that approval of any project does not preclude subsequent adoption of more restrictive or more liberal standards where deemed necessary to maintain or improve overall architectural standards and harmony. No amendment shall affect any project approved prior to adoption of such amendment.
  - c. Any project or exterior modification which was completed prior to the issuance of these regulations which would normally require Board approval prior to initiation shall not be construed as setting a precedent, and will require Board approval before any major repairs, changes, and/or additions are made to said project or modification.
  - d. Before making any exterior changes or initiating any project, which might be contrary to the architectural/maintenance standards, unit owners are reminded that non-approved changes can not only be aesthetically offensive to their neighbors, but can also decrease the value of all units.
  - e. Any project, exterior modification, or other act in violation of these standards is subject to a citation by the Board and may require corrective action to bring the violation into immediate or future compliance with these standards.
2. Alternations to the exterior of buildings or to limited common elements may not be made without approval. A request for External change form must be completed and submitted to the Architectural Committee through the Board. Any request must be in writing.
  3. Exteriors should be maintained; Broken windows, screens and storm foors as well as damaged roofing materials and rotting trim/siding should be repaired promptly.
  4. Landscaping of each residence must be in compliance with what is typical of the development. Any additions or changes to the existing landscaping must first be approved through the Architectural Committee. Any changes are the owners responsibility. Failure to maintain yards and units in acceptable condition will result in the Board having the work done and the associated costs will be billed to the Unit owner.
  5. The Board may determine what constitutes an "eye sore" as to any portion of the Common Area and fix, paint over, remove and dispose fo any such

unsightly condition.

## **XII. Common Areas**

1. The lawns and walkways shall not be used for storage or parking or be obstructed in any way. No bicycles, toys, trash cans or recycle bins, or other personal property shall obstruct walkways, parking or other common areas.
2. Open common area (landscaped areas and parking lots) may not be used for games such as baseball, football, and soccer. No board or roller-skating is permitted on the parking.
3. No blankets, tents, or toys of any kind shall be left on the landscaped areas overnight. Neither shall be stored on common areas or sidewalks or in front of the unit.
4. No one is allowed on any roof for any reason, except in emergencies.
5. It is prohibited to litter or cause debris to be put on the Common Area.

## **XIII. Barbecuing**

1. Cooking is permitted in the Common Area or in the back of your Unit only in an opened space. All barbecuing must be done at a minimum of ten (10) feet from building. Only gas grills are allowed. Due to city of the Southern Pines fire regulations the grills should not be under any roof. Grills are forbidden in a front of the unit, sidewalks or parking lot. Charcoal barbecue grills are not permitted except the Common area.
2. No flammable, combustible or explosive fluids, chemicals, or substances shall be kept in any unit, its adjacent yard or on the Common area except for propane tanks and those substances used for normal household use.

## **XIV. Vandalism**

1. Unit owners and their families, tenants and guests shall not deface, remove, or destroy or permit the defacing, removing or destruction of any element of the common areas.

## **XV. Solicitation**

1. Solicitation within the development is not permitted. Placing of materials on or under unit doors is strictly prohibited unless the Board grants express written permission. The exception can be given to the information pamphlets or newsletters send by the Board of Directors or respective committees. Violations should be reported at once to the Board.

## **XVI. Satellite Dishes and Antennas**

1. Satellite dishes should be placed behind the Unit out of public view. The dish should be hidden as much as possible by flowering plants. No satellite

dishes shall be attached to or hung from the exterior or the roof of any residence without the express written consent of the Architecture committee. Request must be in writing. No antennas are allowed.

## **XVII. Miscellaneous**

1. Yard sales, flea markets, or similar activities are prohibited unless and to the extent conducted under the auspices of the Association.
2. No basketball Hoops are allowed around the Units.

## **Enforcing Rules and Regulations**

A system of penalties has been established to ensure compliance with the Rules and Regulations of the Association. The Board believes that the enforcement procedure will result in a greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not a unit owner, the owner will be provided with copies of all correspondence pertaining to the violation and ensuring penalties and hearings. The unit owner is ultimately responsible for all fines and the correction of all violations.

### **I. Fines**

A. Fines may be imposed for violation of any of the above rules, according to the following schedule:

1<sup>st</sup> violation, after written warning - \$25.00

Repeated violation - \$50.00

The Board of Directors may not impose any fine or infringe any rights of a unit owner for violations of the rules until the following procedures have been complied with.

1. If a violation of the rules is alleged in a written complaint to the Board, the Board will notify the alleged violator in writing to cease and desist from the violation. This notification will include: (a) the nature of the alleged violation; (b) the action required to remove the violation, and (c) notification of a grace period of ten days, within which the violation may be removed without penalty. Should the violation continue beyond the grace period, a fine will be imposed.
2. The violator may request a hearing within ten (10) days after imposition of the fine. The request must be made in writing and be addressed to the Board of Trustees. The hearing shall be held in executive session (that is, a closed session) of the Board, and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board, and the Board will decide, based on the available information regarding the alleged violation, whether or not any fines and/or penalties should be lifted.
3. If a violation is repeated within twelve (12) months of the first notice, a fine will be imposed without a grace period.
4. If any unit owner fails to comply with the Rules and Regulations or By-Laws, or with any decision rendered under the Rules and Regulations and By-laws, the unit owner may be sued for damages or injunctive relief, or both, by the Board. The

prevailing in such proceeding maybe entitled to an award for legal fees, as determined by the court.

B. The Owner shall be responsible for ensuring that the Occupant and the guest, invitee and licensees of the Owner or the occupant strictly comply with all provisions of the Declaration, By-Laws, and any rules and regulations adopted by the Board of Directors. Fines may be levied against Owners or occupants. If a fine is first levied against an occupant and is not paid within thirty (30) days, the fine may be then levied against The Owner.

## **II. Legal Action**

If this fine remains unpaid, a lien may be placed against the unit in question. This means that the unit cannot be sold unless the fine with the interest and all associated expenses in filling the lien are paid, and the lien has been removed. In addition, The Board of Directors may foreclose on a lien if it is deemed necessary.

**Association is responsible for exterior maintenance upon each Lot which is subject to assessment hereunder, as follows:**

Paint, repair, replace and care for roof, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, mailboxes, fences installed by Developer or the Association, exterior post lights (excluding electricity therefore), and other exterior improvements made by Association or Developer.

**Such exterior maintenance shall NOT include the following:**

Glass surfaces (windows and storm doors), screens, awnings, rear yard areas, and if permitted, approved additions to dwellings made after completion of the initial dwelling (unless maintaining of such addition is affirmatively assumed by the Association, or the repair or reconstruction of any improvements on any Lot, the cost of which repair or reconstruction would be covered by casualty insurance, whether or not a policy of casualty insurance is in effect..

#### **EXTERIOR LANDSCAPING ADDITIONS:**

The owner of a lot may at his election plant trees, shrubs, flowers and grass in his rear yard and may also maintain portions, or all of his rear yard – provided that such maintenance by the owner does not hinder the Association in performing its maintenance of the exterior of the house and the remaining yard spaces. Owner would then be responsible for the maintenance and replacement costs of those added plants and trees. Prior to planting any tree, plant or shrub – owner must obtain prior written permission from the Developer or Board of Directors.

Prior written approval must be obtained prior to planting any vegetation in the front yard or side yard.

#### **Enforcement:**

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, condition, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Association's Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction hereby contained shall in no event be deemed a waiver of the right to do so thereafter.