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AMENDMENT

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Watauga County, North Carolina
Amy J. Shook, Register of Deeds

PREPARED BY AND RETURN TO: Allen C. Moseley

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NORTH CAROLINA

THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TOWNHOMES AT BROOKSHIRE

WATAUGA COUNTY

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TOWNHOMES AT BROOKSHIRE is made this 8 day of October, 2024, by RCPBD INVESTMENTS, LLC, a North Carolina Limited Liability Company (hereinafter referred to as "Declarant") and TOWNHOMES AT BROOKSHIRE PROPERTY OWNERS ASSOCIATION, INC., a North Carolina Nonprofit Corporation (hereinafter referred to as the "Association"), and any and all persons, firms or corporations hereafter acquiring any of the within described property.

WITNESSETH:

WHEREAS, Declarant caused to be filed of record that certain Declaration of Covenants, Conditions and Restrictions for Townhomes At Brookshire (the "Declaration") in Book of Records 2159, Page 464, Watauga County Public Registry, under which Declarant subjected that certain parcel or tract of land containing 5.128 acres to the terms and provisions of the Declaration, which parcel is shown and described on the plat recorded in Plat Book 28, Page 101, Watauga County Public Registry; and

WHEREAS, an Amendment to Declaration of Covenants, Conditions and Restrictions for Townhomes At Brookshire was recorded in Book of Records 2167, Page 74, Watauga County, North Carolina, Public Registry, in order to clarify and confirm easement rights on the part of each Owner over and across the Common Area for the purpose of maintaining,

repairing and replacing any and all facilities which are appurtenant to and reasonably necessary for the use and enjoyment of the Owner; and

WHEREAS, a Second Amendment to Declaration of Covenants, Conditions and Restrictions for Townhomes At Brookshire was recorded in Book of Records 2213, Page 620, Watauga County, North Carolina, Public Registry, in order to establish easements of encroachment for maintenance, use, repair and replacement of permitted encroachments; and

WHEREAS, the Declaration recorded in Book of Records 2159, Page 464, Watauga County Public Registry, included as Exhibit B certain Rules and Regulations for Townhomes At Brookshire which applied to and are binding upon all Owners and their tenants and their tenant's guests, agents, and persons over whom they exercise control and supervision; and

WHEREAS, Article VI, Section 13, of the Declaration allows the Board of Directors of the Association to modify or expand the Rules and Regulations, subject to the requirement that the Board of Directors send notice by mail to all Owners concerning such action at least thirty (30) days prior to the proposed effective date, with the stipulation that such action shall become effective on the proposed effective date unless at least 67% of the lots within the Properties or the Declarant veto the proposed action by sending written notice of their objection; and

WHEREAS, the Board of Directors has complied with Section 13 of Article VI of the Declaration by sending the proposed revised Rules and Regulations to the Owners, with no objection being made by the Owners as provided for in Section 13.

NOW, THEREFORE, the Association and the Declarant do hereby modify and amend the Declaration by deleting Exhibit B of the Declaration, entitled RULES AND REGULATIONS FOR TOWNHOMES AT BROOKSHIRE and replacing it with the attached new Exhibit B, entitled RULES AND REGULATIONS FOR TOWNHOMES AT BROOKSHIRE, which will supersede and replace the Rules and Regulations attached to the original Declaration.

IN WITNESS WHEREOF, the Declarant and the Association has caused this Third Amendment to Declaration of Covenants, Conditions and Restrictions for Townhomes At Brookshire to be duly signed as of the day and year first above written.

{SIGNATURE PAGES ATTACHED}

RCPBD INVESTMENTS, LLC, a North Carolina
Limited Liability Company

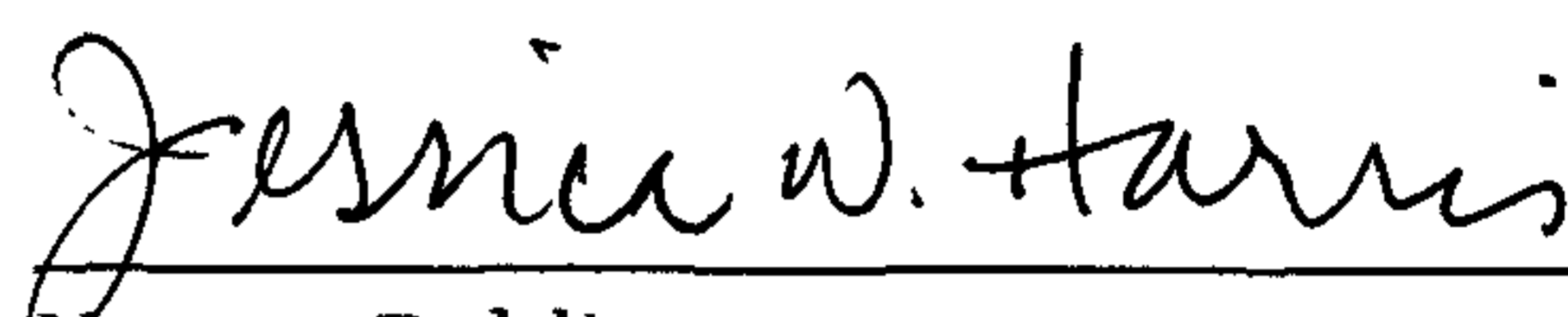
By:  (SEAL)
Rick Miller, Manager

STATE OF NORTH CAROLINA

COUNTY OF Watauga

I, the undersigned, a Notary Public of said County and State, do hereby certify that Rick Miller personally appeared before me this day and acknowledged that he is Manager for RCPBD Investments, LLC, a North Carolina Limited Liability Company, and that the foregoing instrument was signed on behalf of the Company.

WITNESS my hand and official seal this the 8 day of October, 2024.


Notary Public

My commission expires:
7-24-2028

NOTARIAL SEAL:

<p>JESSICA W. HARRIS NOTARY PUBLIC Watauga County North Carolina My Commission Expires July 24, 2028</p>
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TOWNHOMES AT BROOKSHIRE PROPERTY
OWNERS ASSOCIATION, INC., a North
Carolina Nonprofit Corporation

By:  (SEAL)
Rick Miller, President

STATE OF NORTH CAROLINA

COUNTY OF Watauga

I, the undersigned, a Notary Public of said County and State, do hereby certify that Rick Miller personally appeared before me this day and acknowledged that he is President of Townhomes At Brookshire Property Owners Association, Inc., a North Carolina Nonprofit Corporation, and that the foregoing instrument was signed on behalf of the Corporation.

WITNESS my hand and official seal this the 8 day of October, 2024.

Jessica W. Harris
Notary Public

My commission expires:
7-24-2028

NOTARIAL SEAL:

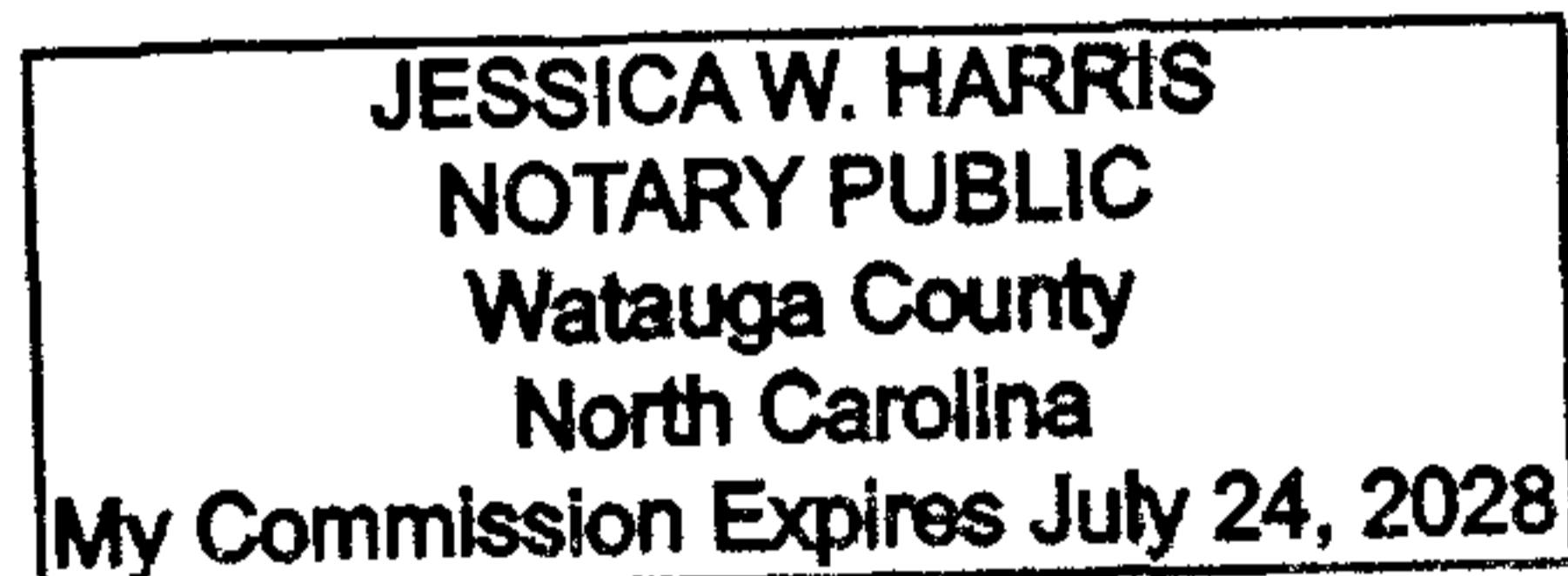


Exhibit 'B'

RULES AND REGULATIONS FOR TOWNHOMES AT BROOKSHIRE

These Rules and Regulations hereinafter set forth have been adopted by the Board of Directors of Townhomes At Brookshire Property Owners Association, Inc. and shall apply to and be binding upon all Owners and their tenants and their tenant's guests, agents, and persons over whom they exercise control and supervision.

The terms used in these Rules and Regulations shall have the same meaning as those which are set forth in the Declaration of Covenants, Conditions, and Restrictions for Townhomes At Brookshire.

1. Unit Occupancy. Occupancy shall be limited as follows:
 - a. One bedroom unit – two (2) persons; and
 - b. Two bedroom unit – four (4) persons; and
 - c. Three bedroom unit – six (6) persons.
2. Notification Requirements. Any Owner who plans to rent his/her Unit, whether under a long-term Lease Agreement or a short-term Lease Agreement, shall be required to notify the management firm engaged by the Association prior to such occupancy, stating the names of the proposed occupants and the length of their stay under the terms of the Lease Agreement. Said notification shall also include the contact information for all of the occupants named in the Lease Agreement, including an email address, all vehicle information for occupants and a cell phone number. Failure to notify the management firm engaged by the association with all required occupant information prior to the first day of the occupancy may result in a fine of \$100 per day to the owner of record beginning with the first day of the occupancy until proper notification is made.
3. Parking. Each Townhome shall have designated parking spaces. The maximum number of cars permitted on a Lot which is used as short-term rental shall not exceed two (2). All vehicles must park in parking area, never on the grass, walkways, etc. Without exception, impeding ingress and regress of roads is prohibited including but not limited to any part of a vehicle outside of the designated parking area. Parking rules will be enforced by towing and all towing will be at vehicle owner's expense.
4. Pets. The POA Board of Directors reserves the right to enforce penalties on Association members for failures related to maintaining responsible control over their pet(s). Penalties include documented reprimand, fines, and the removal of the pet(s) from Townhomes At Brookshire. For all rentals and guest, pet(s) shall be strictly prohibited.

Notwithstanding any other provisions herein, the POA Board of Directors may make exceptions to this policy on a case-by-case basis to accommodate the needs of disabled individuals as required by law. Such exceptions will comply with applicable law as to "assistance animals" which provide assistance, service, or support to a

person with disabilities (for example, a dog guiding an individual with impaired vision or alerting an individual with impaired hearing). Assistance animals other than a Service animal are subject to the same rules and restrictions as defined for a pet animal. Assistance animals other than a Service animal must be accompanied by a letter on a physician's letterhead and signed by the physician stating that the Owner or family guest requires the animal for assistance.

Pet owners are responsible for compliance with all applicable city, state, and federal statutes, ordinances, and administrative regulations as well as this Pet Policy.

Pet(s) allowed on properties governed by the Association are restricted to dogs, cats and small birds restricted to a cage environment. Specifically prohibited are exotic animals such as, but not limited to, reptiles, rodents, ferrets, hedgehogs, skunks, rats, raccoons, squirrels, pigs, monkeys, arachnids, or any farm animal. Also, the following breeds, or mixed dogs of such breeds are not permitted: Pit Bull, Rottweiler, Doberman, Chow Chow, German Shepherd, Great Dane, as well as any other aggressive breeds as may be determined by the POA Board of Directors.

Pet owners are responsible for any damage or injury caused by their pet(s). Any animal that inflicts injury on any resident or guest must be permanently removed from all property within Townhomes At Brookshire immediately by the unit owner. All such incidents shall be reported to the Property Manager for the POA. Any animal considered to be vicious or uncontrollable may be permanently banned from all Property within Townhomes At Brookshire by the POA Board of Directors. The POA Board of Directors shall conduct any investigation as it deems necessary for the purpose of determining whether a violation has occurred and whether a fine should be imposed. The unit owner has the right to a hearing before an adjudicatory panel appointed by the Board. The unit owner shall be given notice of the charge, opportunity to be heard, to present evidence and notice of the decision. Procedures relating to the hearing before the adjudicatory panel shall be in accordance with Section 47F-3-107.1 of the North Carolina General Statutes. Until the hearing is held, the animal which is the subject of the hearing shall be banned from the POA property. Fines may be imposed on the unit owner in accordance with Section 47F-3-107.1 of the General Statutes.

Should legal action be required to remove an animal from a unit the unit owner shall be responsible for all costs associated with the removal, including legal fees.

Owners must complete a registration form for and provide proof from a veterinarian at time of registration for each pet that all vaccinations including but not limited to rabies, heartworm and flea medications are current and up to date. The registration protocol must be repeated annually and submitted for approval to the Property Manager for the POA. All Owners with pet(s) shall hold the Association and other property Owners harmless from any claim arising from any damage or injury caused by the Owner's pet(s). Pet(s) must be on a leash and controlled at all times when outside the townhome with the following exception to a leash: dogs in Dog Park, if

provided, must be supervised by its owner at all times. Without exception, pet(s) cannot be a nuisance or cause disturbance to others which include but not limited to barking whether within or outside the townhome. "Service animals", as defined by The Americans With Disabilities Act, are not subject to a registration fee. All dogs except for "Service dogs" and including assistance animals, shall be subject to registration and must be scheduled for DNA sampling within 48 hours of arrival. Failure to schedule within 48 hours may result in a fine to the Owner of \$100.00 per day until scheduled. All registration requirements must be completed within 7 days of arrival in Townhomes At Brookshire or the animal will be evicted. All such dog owners will be charged an initial registration fee per pet of \$150.00 and an additional fee of \$150.00 per pet for the DNA test. The DNA result will be registered for future identification purposes. The registration fees and DNA fees and annual registration fees are subject to change at the POA Board of Directors sole discretion. Annual registration fee per pet will be \$150.00 each calendar year following the initial registration.

A maximum of 2 pets, regardless of size and breed, will be allowed per unit.

Dogs shall not be permitted to jump on, bite or attempt to bite either persons or other dogs. Townhomes At Brookshire's unit owners' pet(s) may be restricted from certain areas within the Property, which areas will be designated by the POA Board of Directors.

Pet owners are responsible for cleaning up after their pet(s). The person in control of the pet(s) must carry a disposable plastic bag for this purpose and dispose of it in appropriate trash receptacles. Pet waste found on the Property will be DNA tested. The appropriate Owner will be fined \$300.00, which is subject to change at the POA Board of Directors sole discretion and the results of the DNA testing will be final and not subject to contest or challenge to the Board.

Pets shall not be permitted to remain on porches or decks unattended.

Pet(s) shall be kept inside the unit at all times except for transportation on and off the Property, allowed use of dog park and for walks.

Pet owners must keep the common areas surrounding their unit free of pet(s) odor, insect infestation, waste, and litter.

Pet owners are responsible for ensuring that the rights of other residents to peace and quiet enjoyment, health, and/or safety are not infringed upon or diminished by their pet's noise, odors, wastes or other nuisance. Any resident upon observing an infraction of any of these rules should report to the Property Manager for the POA who will investigate the infraction and report to the Board of Directors.

If any complaint is not resolved and it is determined that any complaint is well founded, the pet owner will receive written notice of the violation. The violation shall result in a fine and other enforcement action. The Board has the authority to assess and collect amounts for fines, other costs, and damages, subject to and in accordance

with Chapter 47F-3-107.1 of the General Statutes. Any pet(s) found committing multiple violations shall result in eviction of pet(s).

If it is determined that the pet(s) must be removed, the pet(s) owner will be asked to remove the pet(s) from the premises. The Board may determine in its sole discretion that immediate removal of the pet(s) is required in order to protect the health, safety and/or welfare of the Townhomes At Brookshire community and its residents.

All fines, costs and expenses necessary to enforce this resolution will be levied against the property Owner and shall be an assessment against the Owner's property and subject to all liens and collections power of the POA Board of Directors.

With respect to all violations of this pet policy and any other action or event created by an animal under their supervision, pet owners shall indemnify and hold harmless the POA and its Board.

5. House Parties. There shall be no house parties in connection with short-term rentals with the understanding that the maximum number of guests allowed in connection with a short-term rental shall not exceed the maximum number of occupants as set forth in paragraph 1 above. In addition, no occupant or guest residing in a Unit under the terms of a short-term rental agreement shall play upon or suffer to be played upon any musical instrument or operate or suffer to be operated a television, radio or sound amplifier in the Unit in such a manner as to disturb or annoy other Owners and Owners' tenants, guest or invitees.
6. Noise. Owners, tenants, their families, guest and invitees, shall not play loud music or cause any disturbance to any other occupant or neighbor at any time.
7. Cleanliness. You shall keep the common areas (yards, parking lots, porches and decks) clean, sanitary and free of trash, cigarette butts, bottles, cans and garbage at all times.
8. Windows. No electrical or battery powered devices shall be placed in open windows including but not limited to radios, air conditioners and fans.
9. The speed limit in Townhomes At Brookshire is Ten (10) miles per hour and is subject to change at the sole discretion of the POA Board of Directors.