

## 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 obligated 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 at least one (1) of the occupants, including an email address and a cell phone number.
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 the number of actual bedrooms in the rented dwelling. All vehicles must park in parking area, never on the grass, walkways, etc. Without exception impeding ingress and regress of roads is prohibited. Parking rules will be enforced by towing and all towing will be at vehicle owner's expense.
4. Pets. The POA reserves the right to enforce penalties on Association members for failures related to maintaining responsible control over their pets. Penalties include documented reprimand, fines, and the removal of the pet(s) from Townhomes At Brookshire. For all rentals and guest, pets 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.

Pets 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 Board.

Pet owners are responsible for any damage or injury caused by their pets. Any animal that inflicts injury on any resident or guest by jumping or biting must be permanently removed from the Property 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 the property by the POA Board. The POA Board 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 pets shall hold the Association and other property Owners harmless from any claim arising from any damage or injury caused by the Owner's pet. Pets 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, pets 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. All such dog owners will be charged an initial amount of \$100.00 to pay for the DNA test. The DNA

result will be registered by Pooprints for future identification purposes. Service dogs will not be required to be DNA tested.

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

Registration fee per pet, will be \$100 in addition to the \$100.00 required for the DNA test. The registration fees are subject to change at the POA's discretion.

Dogs shall not be permitted to jump on, bite or attempt to bite either persons or other dogs. Townhomes At Brookshire's unit owners' pets 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 pets. The person in control of the pet 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 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 shall be kept inside the unit at all times except for transportation on and off the property and for walks (dogs only).

Pet owners must keep the common areas surrounding their unit free of pet 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 found committing multiple violations shall result in eviction of pet.

If it is determined that the pet must be removed, the pet owner will be asked to remove the pet from the premises. The Board may determine in its discretion that immediate removal of the pet 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.

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.
6. Noise. 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.