

WELCOME TO PINEHURST MANOR

(as updated December 2020)

THE PINEHURST MANOR COMPLEX CONSISTS OF TWENTY-TWO (22) BUILDINGS WITH A TOTAL OF ONE HUNDRED AND TEN (110) INDIVIDUALLY OWNED UNITS. WE'RE HAPPY TO HAVE YOU AS A NEIGHBOR, AND WITH YOUR COOPERATION, WE CAN ENSURE THAT PINEHURST MANOR REMAINS A PEACEFUL AND ATTRACTIVE PLACE TO LIVE.

RESIDENT OWNERS, NONRESIDENT OWNERS, RENTERS AND GUESTS OR FAMILY MEMBERS ARE RESPONSIBLE FOR KNOWING AND ABIDING BY THESE RULES AND REGULATIONS.

IT IS IMPORTANT FOR INDIVIDUAL UNIT OWNERS AND RENTERS TO HAVE ADEQUATE INSURANCE COVERAGE UNDER A CONDO HOMEOWNERS POLICY-HO6 TO COVER ALL THINGS THAT ARE PART OF THE DWELLING BUT NOT ATTACHED; PERSONAL CONTENTS SUCH AS FURNITURE, CLOTHING, DRAPERIES, AND WALL HANGINGS; AND TO PROVIDE PROTECTION FOR THEIR PERSONAL LIABILITY SHOULD SOMEONE BE INJURED WHILE VISITING THE UNIT. IN ADDITION, OWNERS MAY BE RESPONSIBLE FOR ALL DAMAGES TO ANY AND ALL OTHER UNITS AND/OR COMMON AREAS OR LIMITED COMMON AREAS AND FACILITIES CAUSED BY HIS/HER NEGLIGENCE, MISUSE OR NEGLECT (PMHOA BYLAWS, SECTION I, ARTICLE XII).

IN ORDER TO ENCOURAGE OWNERS AND RENTERS TO CARRY CONDO HOMEOWNERS INSURANCE AND IN COMPLIANCE WITH NORTH CAROLINA GENERAL STATUTES (N.C.G.S.), THE FOLLOWING RULE APPLIES:

Notwithstanding any provision of the Pinehurst Manor Condominiums Declaration recorded in Book 530 at Page 284 of the Moore County Registry, the bylaws of the Pinehurst Manor Homeowners Association, Inc. ("the Association") or the rules and regulations of the Association and without any limitation upon the generality of any provision thereof, any and all Unit Owners shall, upon demand, reimburse the Association for any and all costs and expenses (including, but not limited to, reasonable attorneys fees and insurance deductibles), which shall be secured by a lien for the benefit of the Association pursuant to N.C.G.S. 47C-3-116, incurred thereby related to the settlement or adjustment of claims, whether covered by insurance or otherwise, that are directly related, in the reasonable discretion of the Association, to the negligence, gross negligence or intentional act or omission of the Unit Owner.

**PINEHURST MANOR HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

ALL PREVIOUS RULES AND REGULATIONS ARE RESCINDED.

THE BOARD OF DIRECTORS OF THE PINEHURST MANOR HOMEOWNERS ASSOCIATION, INC. (PMHOA) ACTING IN ACCORDANCE WITH OUR DECLARATIONS AND BY-LAWS HAS ADOPTED THE FOLLOWING RULES AND REGULATIONS. ONE MUST BE A HOMEOWNER TO BE A DIRECTOR ON THE BOARD OF DIRECTORS FOR PINEHURST MANOR. THEY ARE INTENDED AS RULES THAT DEFINE ACCEPTABLE CONDUCT FOR THE UNIT OWNERS, RENTERS, AND GUESTS. THEIR PURPOSE IS TO ENHANCE AND MAINTAIN THE VALUE OF OUR PROPERTY AND ENSURE THAT PINEHURST MANOR REMAINS A PEACEFUL AND ATTRACTIVE PLACE TO LIVE. THE UNIT OWNER IS LEGALLY RESPONSIBLE FOR COMPLIANCE WITH THESE RULES AND REGULATIONS. WHEN CORRECTIVE OR LEGAL ACTION BECOMES NECESSARY, IT IS THE UNIT OWNER WHO IS THE PARTY RESPONSIBLE. (SEE RESOLUTION ON PAGE 9 REGARDING VIOLATIONS.)

THE BOARD OF DIRECTORS IS RESPONSIBLE FOR:

1. ESTABLISHING THESE RULES AND REGULATIONS THAT DEFINE ACCEPTABLE CONDUCT IN ACCORDANCE WITH THE DECLARATION AND BY-LAWS OF THE PMHOA.
2. MAINTAINING AND ENHANCING THE VALUE OF THE PROPERTY TO THE BEST OF THEIR ABILITY.
3. REVIEWING AND APPROVING THE YEARLY BUDGET FOR PRESENTATION TO THE PMHOA.
4. CONSULTING WITH THE PROPERTY MANAGER AND DIRECTING HIS/HER ACTIONS AS NEEDED.
5. INITIATING LEGAL ACTION AGAINST UNIT OWNERS WHEN IT BECOMES NECESSARY TO ASSURE COMPLIANCE WITH THESE RULES AND REGULATIONS.

RESIDENT OWNERS ARE RESPONSIBLE FOR:

1. MAINTAINING THEIR UNIT(S) IN GOOD WORKING ORDER AND REPAIR.
2. THE REPAIR OF ANY INDOOR LEAKS FROM PLUMBING IN COMPLIANCE WITH HOMEOWNERS INSURANCE FOR PINEHURST MANOR.

3. NOTIFYING THE PROPERTY MANAGER, IN WRITING, OF MAINTENANCE NEEDS IN THE COMMON AREA (THE GROUNDS AND EXTERIORS OF UNITS).

NONRESIDENT OWNERS ARE RESPONSIBLE FOR:

1. MAINTAINING THEIR UNIT(S) IN GOOD WORKING ORDER AND REPAIR. GIVING A COPY OF THESE RULES AND REGULATIONS TO THEIR RENTERS, FAMILY MEMBERS, AND GUESTS AS WELL AS SEEING THEY COMPLY WITH THE RULES AND REGULATIONS.
2. THE REPAIR OF ANY INDOOR LEAKS FROM PLUMBING IN COMPLIANCE WITH HOMEOWNERS INSURANCE FOR PINEHURST MANOR.
3. ENSURING THAT THEIR RENTERS OR FAMILY MEMBERS COMPLETE THE RENTER INFORMATION FORM, CONTAINED IN THE APPENDIX, AND RETURN THE COMPLETED FORM TO THE PROPERTY MANAGER WITHIN SEVEN (7) DAYS OF OCCUPANCY.
4. PROVIDE THEIR RENTERS WITH KEYS (INCLUDING A MAILBOX KEY).
5. NOTIFY THE PROPERTY MANAGER IN WRITING OF MAINTENANCE NEEDS IN THE COMMON AREA.

BOTH RESIDENT AND NONRESIDENT OWNERS ARE RESPONSIBLE FOR THE FOLLOWING:

NO OWNER SHALL PERMIT OR CONDUCT ANY NOXIOUS, OFFENSIVE OR ILLEGAL ACTIVITIES, OR ANY OTHER ACTIVITIES THAT INTERFERE WITH THE RIGHTS OR PEACEFUL AND QUIET ENJOYMENT OF OTHER UNIT OWNERS, WITHIN A UNIT OR ANY COMMON AREAS OR FACILITIES. VIOLATIONS OF THIS REGULATION WILL LEAD TO THE IMPOSITION OF FINES OF \$100 PER INCIDENT AGAINST THE OWNER OF THE UNIT.

RENTERS ARE RESPONSIBLE TO:

1. THE OWNER OF THEIR UNIT TO FOLLOW ALL RULES AND REGULATIONS.
2. THE OWNER OF THEIR UNIT FOR PROMPTLY REPORTING ALL MAINTENANCE NEEDS.

THE PROPERTY MANAGER IS RESPONSIBLE FOR:

1. REPAIRS AND IMPROVEMENTS TO THE COMMON AREA.
2. OVERSEEING WORK DONE IN THE COMMON AREA.
3. ENFORCING ALL RULES/REGULATIONS OF THE ASSOCIATION IN CONSULTATION WITH THE BOARD OF DIRECTORS.
4. OTHER DUTIES AS DIRECTED.
5. ADVISING THE BOARD OF DIRECTORS ON ALL PINEHURST MANOR MATTERS.

I. COMMON AREA

COMMON AREA ELEMENT REFERS TO ALL CONDOMINIUM GROUNDS AND AREA (EXCEPT INSIDE UNITS) SIDEWALKS, PATIOS, ROADS, AND PARKING SPACES. NOT WITHSTANDING ANY OTHER RULES OF ALLOWED ITEMS, ANY ITEM OTHER THAN OUTLINED IN THE RULES AND REGULATIONS FOR THE COMMON AREA MUST HAVE WRITTEN PERMISSION FROM THE BOARD OF DIRECTORS.

1. SIDEWALKS, DRIVEWAYS, AND ENTRANCES SHALL BE USED ONLY FOR ENTERING AND LEAVING THE PROPERTY. THEY MAY NOT BE OBSTRUCTED OR USED FOR STORAGE. PATIOS SHALL BE KEPT CLEAN AND NEAT AT ALL TIMES.
2. NO ATTACHED NOR DETACHED AWNINGS, TENTS, ARBORS, PERGOLAS OR ANY FACSIMILE THEREOF ARE ALLOWED.
3. SIGNS, SUCH AS “FOR SALE” “FOR RENT” OR ANY OTHER ADVERTISING ARE NOT ALLOWED.
4. RADIO OR TELEVISION ANTENNAS, OR ANY OTHER EQUIPMENT OR ARTICLES, ARE NOT ALLOWED ON THE EXTERIOR OF ANY BUILDING.
5. THERE WILL BE NO CONSTRUCTION THAT CHANGES THE EXTERIOR APPEARANCE OF THE BUILDING OR COMMON ELEMENT. PLANS FOR STRUCTURAL CHANGES, SUCH AS ADDITION OR REMOVAL OF A WALL, ARE TO BE SUBMITTED TO THE BOARD FOR APPROVAL IN ADVANCE. EXTERIOR TELEVISION SATELLITES (i.e., THOSE ERECTED BY DIRECT TV) MUST BE APPROVED BY THE BOARD AS A WHOLE IN ADVANCE. UPON BOARD APPROVAL IN WRITING AND INSTALLATION OF ANY SATELLITE, THE UNIT OWNER

IS FINANCIALLY RESPONSIBLE FOR THE COST OF PLANTINGS TO OBSTRUCT VIEWS OF THE SATELLITE. THE PLANTS WILL BE PURCHASED AND PLANTED BY PINEHURST MANOR AND BECOME THE SOLE PROPERTY OF PINEHURST MANOR. REQUESTS FOR TELEVISION CABLE OR TELEPHONE REWIRING ONTO THE EXTERIOR OF A BUILDING MUST BE SUBMITTED TO THE BOARD FOR APPROVAL PRIOR TO ANY WORK BEING DONE.

6. ITEMS MAY NOT BE STORED IN CRAWL SPACE. PMHOA ASSUMES NO LIABILITY FOR ARTICLES LOST, DAMAGED, OR STOLEN IN THE COMMON ELEMENTS.
7. NO FIREWOOD MAY BE STACKED ON PORCHES OR PATIOS. CALL THE PROPERTY MANAGER FOR REGULATIONS REGARDING FIREWOOD AND HAVE THE MANAGER DESIGNATE AN AREA WHERE FIREWOOD MAY BE PLACED.
8. PMHOA PROVIDES DUMPSTERS THROUGHOUT THE COMPLEX. TRASH IS CURRENTLY COLLECTED BY THE VILLAGE OF PINEHURST. ALL TRASH SHALL BE PUT IN PLASTIC BAGS, SECURELY TIED, AND PLACED IN THE DUMPSTER, CLOSING THE DUMPSTER LID AFTER USE. NO LOOSE TRASH SHALL BE PUT IN THE DUMPSTER. BOXES SHALL BE HAULED OFF BY OWNER OR BROKEN DOWN AND BAGGED AS STATED ABOVE. PMHOA HAS ALSO PROVIDED TRASH CANS FOR RE-CYCLED MATERIAL (PAPER, PLASTIC, CANS, AND BOTTLES). THESE CANS CURRENTLY ARE COLLECTED EVERY OTHER WEEK. CALL THE PROPERTY MANAGER IF YOU HAVE ANY LARGE ITEM(S) TO DISPOSE.
9. MAIL BOXES MUST BE LOCKED AT ALL TIMES. LOST KEYS OR BROKEN LOCKS MUST BE REPLACED OR REPAIRED IMMEDIATELY BY THE OWNER. THE OWNER MAY CONTACT THE US POSTAL SERVICE FOR LOCK REPLACEMENT OR MAINTENANCE.
10. PMHOA DOES NOT PROVIDE WINDOW WASHING. EACH OWNER IS RESPONSIBLE FOR THE CLEANLINESS OF THEIR WINDOWS AND DOORS.
11. PLANTINGS BY OWNERS IN THE COMMON AREAS ARE ALLOWED PROVIDED PRIOR APPROVAL IS OBTAINED FROM THE BOARD. THE UNIT OWNERS ARE THEN RESPONSIBLE FOR CARE AND MAINTENANCE OF THE PLANTINGS. IF OR WHEN THE OWNER VACATES OR SELLS HIS OR HER UNIT, THE PLANTINGS BECOME SOLE PROPERTY OF PINEHURST MANOR. PROTECTION AND PRESERVATION OF THE MANOR'S INFRASTRUCTURE (ELECTRICAL

WIRING, IRRIGATION) IS PARAMOUNT WHEN INSTALLING ANY PLANTS.

12. PLACEMENT OF MORE THAN TWO BIRDBATHS/BIRD FEEDERS AND MORE THAN ONE BIRDBATH IN THE COMMON AREAS MUST BE APPROVED IN ADVANCE IN WRITING BY THE BOARD. NONE CAN BE ATTACHED TO A BUILDING NOR TREES AND MUST BE FREESTANDING.

II. UNIT REQUIREMENTS

1. A ONE-BEDROOM UNIT MAY BE OCCUPIED BY ONE OR TWO PEOPLE. A TWO-BEDROOM UNIT MAY BE OCCUPIED BY NO MORE THAN FOUR PEOPLE.
2. NOISE CARRIES IN THESE UNITS. RESIDENTS SHALL AVOID MAKING OR PERMITTING LOUD OR OBJECTIONABLE NOISES AND SHALL NOT OPERATE MUSICAL INSTRUMENTS, RADIOS, TELEVISION SETS, STEREOS, ETC., IN A MANNER THAT DISTURBS OTHER OCCUPANTS. OPERATION OF JACUZZIS IS PROHIBITED AFTER 11:00 P.M. SHOULD YOUR NEIGHBOR DISTURB YOU WITH THEIR NOISE, A REASONABLE, NEIGHBORLY APPROACH SHOULD BE USED, REQUESTING THAT THEY CEASE THE DISTURBANCE. IF YOUR REQUEST IS IGNORED, CALL THE POLICE AND REPORT THE DISTURBANCE.
3. WORKING SMOKE DETECTORS MUST BE IN EACH UNIT. THEY SHOULD BE CHECKED FREQUENTLY TO MAKE SURE THEY ARE IN OPERATING CONDITION. FOR THOSE HOMEOWNERS WITH SECOND FLOOR UNITS, THE BOARD AND VILLAGE FIRE MARSHALL STRONGLY RECOMMENDS THAT A SAFETY CHAIN LADDER BE OBTAINED AS A SECONDARY EXIT FOR EGRESS DURING AN EMERGENCY.

III. VEHICLE REGULATIONS

1. EVERY UNIT HAS TWO ASSIGNED PARKING SPACES WITH THE UNIT NUMBER PAINTED ON THE CURB. VEHICLES MUST PARK AT A RIGHT ANGLE TO THEIR ASSIGNED CURB. THEY MUST NOT BLOCK OTHER VEHICLES FROM ENTERING OR PARKING. PARKING ON THE PINE STRAW IS PROHIBITED. VEHICLES IMPROPERLY PARKED ARE SUBJECT TO BEING TOWED AT THE OWNER'S EXPENSE.

2. ONLY TWO VEHICLES PER UNIT ARE PERMITTED TO BE PARKED AT PINEHURST MANOR ON A DAILY BASIS AND THESE MUST HAVE CURRENT LICENSE PLATES.
3. BOATS, TRAILERS, TRUCKS OVER ¾ TON, CAMPERS, BUSES, RECREATIONAL VEHICLES, OR COMMERCIAL VEHICLES (ANY VEHICLE WITH A NAME, ADDRESS OR PHONE NUMBER OF ANY COMMERCIAL ENTERPRISE DISPLAYED ON THE VEHICLE AND/OR A COMMERCIAL LICENSE PLATE) MAY NOT BE PARKED IN PINEHURST MANOR WITHOUT SPECIAL PERMISSION OF THE PRESIDENT OF PMHOA AND SAID APPROVAL MAY NOT EXCEED FIVE DAYS. MOTORCYCLES, MOPEDS, AND UNLICENSED OR INOPERABLE VEHICLES MAY NOT BE PARKED ON THE PROPERTY. OVERSIZED, UNCONVENTIONAL, AND UNSIGHTLY VEHICLES ARE PROHIBITED. BICYCLES MAY BE PARKED ON PATIOS.
4. CAR WASHING IS NOT PERMITTED NOR IS ANY MAINTENANCE OF VEHICLES SUCH AS CHANGING OIL, BODY WORK, ETC.
5. THE SPEED LIMIT FOR PINEHURST MANOR IS 15 MILES PER HOUR.
6. NO SEMI-TRAILERS OR OVERSIZED VEHICLES ARE ALLOWED ON PINEHURST MANOR PROPERTY. VIOLATION OF THIS REGULATION WILL LEAD TO THE IMPOSITION OF A \$250 FINE PER INCIDENT AGAINST THE DRIVER OF THE VEHICLE.
7. PARKING OR DRIVING ON NON-PAVED SURFACES IS PROHIBITED WITHOUT SPECIAL PERMISSION OF THE PRESIDENT. ANY DAMAGE RESULTING FROM SAME SHALL BE CHARGED TO THE UNIT OWNER.

IV. SAFETY

1. CHILDREN MUST BE SUPERVISED AT ALL TIMES WHEN THEY ARE IN THE COMMON AREA. UNIT OWNERS ARE RESPONSIBLE FOR ANY DAMAGE TO THE GROUNDS OR PROPERTY DONE BY CHILDREN FROM THEIR UNIT. TOYS AND PLAY EQUIPMENT LEFT OUTSIDE OF THE UNIT WILL BE COLLECTED AND DISCARDED. THE STEPS, WALKWAYS, LAWNS, AND DRIVEWAYS ARE NOT PLAY AREAS.
2. FOR CONSIDERATION OF SAFETY AND TO MEET FIRE REGULATIONS, NO KEROSENE, GAS, WOOD, COAL BURNING HEATERS OR KEROSENE LAMPS ARE ALLOWED IN THE UNITS. FLAMMABLE MATERIALS MAY NOT BE STORED ANYWHERE IN THE COMMON ELEMENTS OR WITHIN THE UNITS. INSTALLATION AND REMOVAL OF PROPANE TANKS REQUIRES PRIOR PERMISSION OF THE BOARD OF DIRECTORS.

3. OUTDOOR COOKING IS PERMITTED PROVIDED A GAS PROPANE GRILL IS USED, THE GRILL IS ATTENDED BY AN ADULT AND RESPONSIBLE PRECAUTIONARY SAFETY PROCEDURES ARE OBSERVED. NO CHARCOAL GRILLING OF ANY KIND IS PERMITTED. NO OPEN FLAME OF ANY KIND IS PERMITTED, INCLUDING FIRE PITS, CHIMINEAS, TIKI TORCHES AND CITRONELLA NOR ANY KIND OF FIRE BURNING CANDLE. (Note: The United States Fire Administration reports that in less than 30 seconds a small flame can get completely out of control and turn into a major fire.)
4. CHILDREN ARE PERMITTED TO USE BICYCLES OR SKATES UNDER CLOSE SUPERVISION OF A PARENT OR CARE GIVING ADULT OVER THE AGE OF 18. AS A WHOLE, THE USE OF SKATES, SKATEBOARDS, HOVER BOARDS AND DRONES ARE NOT PERMITTED AT PINEHURST MANOR.
5. NO DECORATIVE NOR OUTDOOR LIGHTING OF ANY KIND IS PERMITTED BY UNIT DWELLERS. WHEN DECORATING FOR THE HOLIDAYS OR ANY OCCASION, LIGHTING IS PERMITTED ONLY INSIDE AND WITHIN THE WALLS OF ALL UNITS. DURING THE HOLIDAY SEASON, WREATHS, WITH BATTERY-POWERED LIGHTS, ARE PERMITTED ON THE EXTERIORS OF DOORS ONLY. NO OTHER DECORATIONS OUTSIDE EACH UNIT ARE PERMITTED EXCEPT BY PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS AS A WHOLE. WREATHS ARE PERMITTED ON THE EXTERIORS OF DOORS ONLY, AND CHRISTMAS AND/OR HOLIDAY WREATHS MUST BE REMOVED FROM ALL UNIT DOORS BEFORE THE FIRST OF EACH FEBRUARY.

V. HEATING AND AIR CONDITIONING

1. HEATING AND AIR CONDITIONING EQUIPMENT IS THE PROPERTY OF THE UNIT OWNER AND WILL BE MAINTAINED BY THE OWNER TO INCLUDE CONDENSATION DRAINS, WHICH SERVE EACH INDIVIDUAL AIR CONDITIONING SYSTEM.
2. THE UNIT OWNER IS RESPONSIBLE FOR THE CLEANING AND MAINTENANCE OF HIS/HER HEATING AND COOLING SYSTEM TO PREVENT DAMAGE DUE TO LEAKAGE AND ALSO TO ENHANCE THE EFFECTIVENESS OF THE SYSTEM. THE BOARD RECOMMENDS YOUR SYSTEM BE SERVICED A LEAST TWO TIMES EACH YEAR AND THE FILTERS BE CHANGED MONTHLY.

VI. REPAIRS

1. INSIDE REPAIRWORK MAY BE DONE BY ANY QUALIFIED PERSON AND AT THE DISCRETION OF THE UNIT OWNER. RENTERS SHOULD CONTACT THEIR OWNERS ABOUT NEEDED REPAIRS. ALL AIR

CONDITIONING, PLUMBING, AND WATER LEAKS MUST BE REPAIRED IMMEDIATELY TO AVOID DAMAGE TO OTHER UNITS.

2. ANY DAMAGE TO THE COMMON ELEMENTS OR PROPERTY CAUSED BY A UNIT OWNER, RENTER, FAMILY MEMBER, GUEST, OR VISITOR SHALL BE REPAIRED AT THE EXPENSE OF THE UNIT OWNER INVOLVED. LIKEWISE, UNIT OWNERS ARE RESPONSIBLE FOR DAMAGE TO OTHER UNITS THAT ARE THE RESULT OF AIR CONDITIONING OR PLUMBING LEAKS IN THEIR UNITS.

VII. PETS

WITHOUT LIMITATION UPON ANY OTHER RULE AND REGULATION ADOPTED BY PINEHURST MANOR HOMEOWNERS ASSOCIATION, INC., THIS SECTION VII SHALL BE EFFECTIVE AND APPLY TO ALL PETS AT PINEHURST MANOR (WHETHER OWNED BY UNIT OWNERS OR FAMILY MEMBERS THEREOF, TENANTS, VISITORS OR GUESTS).

1. PETS SHALL BE LIMITED TO TWO DOMESTICATED DOGS OR CATS (OR A COMBINATION THEREOF) PER UNIT PURSUANT TO WHICH NO EXOTIC PETS (INCLUDING, BUT NOT LIMITED TO, SNAKES, INSECTS OR RODENTS) ARE PERMITTED.
2. DOGS AND CATS ARE WELCOME AT PINEHURST MANOR, BUT THROUGH EXTENSIVE RESEARCH REGARDING AGGRESSIVE DOGS, THE BOARD HAS CONCLUDED THE FOLLOWING DOG BREEDS AND ANY COMBINATION OR HYBRID THEREOF ARE NOT ALLOWED: **Pit Bull, American Stafford/Pit Bull Terrier, Doberman, Rottweiler, German Shepherd, Wolf Hybrid, Chow Chow, Huskie, Great Dane, Akita Cane Corso, Alaskan Malamute, Mastiff, and Jack Russell Terrier.** FAILURE TO RECOGNIZE AND ABIDE BY THIS RULE WILL RESULT IN A FINE OF \$200 PER MONTH, WHICH WILL BE ASSESSED AGAINST THE OWNER OF THE UNIT AND THE REMOVAL OF THE DOG FROM PINEHURST MANOR WITHIN 30 DAYS OF WRITTEN NOTIFICATION FROM THE BOARD.
3. WHEN CONFINED, THE PET MUST BE KEPT INSIDE THE UNIT. IT MAY NOT BE TIED OUTSIDE OR ENCLOSED IN A CONTAINER ON THE PATIO OR OTHER COMMON AREA.
4. ANY PET MUST BE UNDER CONTROL BY ITS OWNER WHETHER INSIDE OR OUTSIDE (LEASHED WHEN OUTSIDE). BARKING DOGS OR HOWLING CATS CREATING A NUISANCE ARE NOT PERMITTED.
5. ALL PET OWNERS OR ANYONE ACTING ON THEIR BEHALF MUST IMMEDIATELY CLEAN THE COMMON GROUNDS OF WASTE OR DEBRIS LEFT OR CAUSED BY THE ANIMAL. PETS ARE TO BE WALKED AWAY FROM BUILDINGS AND UNITS. THE FIRST TIME A

PERSON OR PERSONS FAIL TO REMOVE PET WASTE THEY WILL BE PROVIDED A WRITTEN NOTICE OF VIOLATION AND ASSESSED FIFTY (\$50) DOLLARS WITH PAYMENT DUE WITHIN THIRTY-FIVE (35) DAYS FROM THE DATE SHOWN ON THE NOTICE. THE SECOND TIME A PERSON OR PERSONS FAIL TO REMOVE PET WASTE THEY WILL BE PROVIDED A WRITTEN NOTICE OF VIOLATION AND ASSESSED ONE-HUNDRED (\$100) DOLLARS WITH PAYMENT DUE WITHIN THIRTY-FIVE (35) DAYS FROM THE DATE SHOWN ON THE NOTICE. THE THIRD TIME A PERSON OR PERSONS FAIL TO REMOVE PET WASTE THEY WILL BE PROVIDED A WRITTEN NOTICE OF VIOLATION AND ASSESSED ONE HUNDRED-FIFTY (\$150) DOLLARS WITH PAYMENT DUE WITHIN THIRTY-FIVE (35) DAYS FROM THE DATE SHOWN ON THE NOTICE. SHOULD ANY RENTER OR TENANT FAIL TO ABIDE BY THIS RULE, THE UNIT OWNER/ LANDLORD WILL BE NOTIFIED AND ASSESSED, WITH A COPY OF THE WRITTEN NOTICE BEING MAILED TO THE TENANT OR TENANTS IN VIOLATION. CONTINUED DOCUMENTED REPORTS OF VIOLATIONS WILL CONTINUE TO INCUR ASSESSMENTS INCREASING IN INCREMENTS OF FIFTY (\$50) DOLLARS PER VIOLATION.

COMPLAINTS OF VIOLATIONS AND DISREGARD OF THIS RULE FROM TWO OR MORE WITNESSES OF EACH VIOLATION AND/OR A PICTURE OF EACH VIOLATION WILL BE DOCUMENTED BY DATE AND TIME. ONCE THE PROPERTY MANAGER OR ANY MEMBER OF THE BOARD OF DIRECTORS DOCUMENTS RECEIPT OF COMPLAINTS, A LETTER OF ASSESSMENT FOR ANY AND ALL VIOLATIONS WILL BE MAILED TO THE UNIT OWNER OR OWNERS.

6. CAT LITTER MUST BE PUT IN SEALED PLASTIC BAGS PRIOR TO PUTTING THEM IN THE DUMPSTER. SPILLED LITTER MUST BE CLEANED UP IMMEDIATELY.
7. PET ATTACKS TO ANOTHER PET OR HUMAN BEING, CAUSING FEAR OR INJURY, OR CAUSING DAMAGE TO THE COMMON AREA, WILL BE REPORTED TO THE VILLAGE OF PINEHURST AND MOORE COUNTY ANIMAL CONTROL.
8. NO ABOVE GROUND, UNDERGROUND NOR ELECTRIC PET CONTAINMENT FENCING OF ANY KIND IS PERMITTED. INSTALLATION OF SUCH IS SUBJECT TO REMOVAL BY AND UNDER THE DIRECTION OF THE BOARD OF DIRECTORS OF PINEHURST MANOR. COSTS INCURRED FOR SUCH REMOVAL WILL BE REIMBURSED TO PINEHURST MANOR HOA BY THE UNIT OWNER IN VIOLATION.

VIII. COMMUNITY APPEARANCE

1. PINEHURST MANOR DOES NOT ALLOW PLASTIC, LIGHTED NOR NEON SHEEN OUTDOOR FURNITURE OR PATIO UMBRELLAS. ALL OUTDOOR FURNITURE AND ACCESSORIES ARE TO BE KEPT IN GOOD REPAIR.
2. PINEHURST MANOR ALLOWS ONLY ENOUGH FIREWOOD PER UNIT THAT CAN BE PLACED IN THE DESIGNATED WOOD STORAGE BINS. FIREWOOD CANNOT BE STORED IN ANY OTHER LOCATION.
3. PINEHURST MANOR DOES NOT ALLOW RUGS, TOWELS, BLANKETS, CLOTHES OR OTHER PERSONAL BELONGINGS HANGING OUTSIDE THE UNIT.
4. PINEHURST MANOR DOES NOT ALLOW DECORATIVE DECALS OR ANY TYPE OF SIGNAGE IN WINDOWS OR STORM DOORS. DECALS PLACED ON WINDOWS TO ADVISE EMERGENCY SERVICE PERSONNEL THAT A PET OR HANDICAPPED PERSON IS IN THE UNIT ARE PERMISSABLE.
5. NATIONAL OR STATE FLAGS, SIZE 3'5", ARE PERMITTED. DECORATIVE GARDEN FLAGS, WINDMILLS OR PINWHEELS ARE NOT PERMITTED.
6. TWO PLANT HARPS OR SHEPARD'S HOOKS ARE ALLOWED PER UNIT.

RESOLUTION

I. CHARGE FOR VIOLATIONS

PMHOA SHALL HAVE THE POWER, ACTING THROUGH ITS BOARD OF DIRECTORS, TO ASSESS CHARGES AGAINST ANY UNIT OWNER FOR ANY VIOLATION OF THE DECLARATION, BY-LAWS, OR THE RULES AND REGULATIONS PROMULGATED THERETO FOR WHICH SUCH UNIT OWNER OR HIS/HER FAMILY MEMBERS, RENTER, GUEST OR ANY OTHER INVITEES ARE RESPONSIBLE. BEFORE ANY SUCH CHARGE MAY BE ASSESSED, THE UNIT OWNER SHALL BE GIVEN THE OPPORTUNITY TO BE HEARD AND TO BE REPRESENTED BY COUNSEL BEFORE THE BOARD OF DIRECTORS. NOTICE OF SUCH HEARING SHALL, AT LEAST FOURTEEN (14) DAYS IN ADVANCE THEREOF, BE HAND-DELIVERED OR MAILED REGISTERED MAIL OR CERTIFIED UNITED STATES MAIL, RETURN RECEIPT REQUESTED, TO SUCH UNIT OWNER AT THE ADDRESS WHICH THE UNIT OWNER HAS DESIGNATED IN WRITING AND FILED WITH THE SECRETARY, OR IF NO SUCH ADDRESS HAS BEEN SO DESIGNATED, AT THE ADDRESS OF UNIT OF SUCH UNIT

OWNER. THE AMOUNT OF ANY CHARGES SO ASSESSED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100) FOR A SINGLE OFFENSE OR TEN DOLLARS (\$10) PER DIEM FOR ANY OFFENSE OF CONTINUED NATURE, AND SHALL BE TREATED AS AN ASSESSMENT AGAINST SUCH UNIT OWNER'S CONDOMINIUM UNIT.

II. VETERAN RIGHTS

Department of Veterans Affairs Financing: To the extent that any transfer restrictions set forth in the governing documents of the Condominium and its Owners Association (including but not limited to its master deed, declarations, bylaws and/or rules and regulations) regarding a right of first refusal or similar restriction are inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations (DVA Financing), such provision shall not apply to any Unit that is:

- (i) encumbered by Department of Veterans Affairs Financing or;
- (ii) owned by the Department of Veterans Affairs.