

Bellingham Park Condominium Owners Association, Inc.

RULES AND REGULATIONS

Effective November 1, 2019

The Following Rules and Regulations have been adopted by the Board of Directors of the Bellingham Park Condominium Association ("Board") in accordance with the Declaration and By-laws to protect the architectural integrity and harmony of the community.

The Rules and Regulations do not replace the By-laws or Declaration of Bellingham Park Condominium (as amended, the "Declaration") which the Board uses as its primary governing documents. In case of conflict between the wording of these documents, the By-laws and Declaration will prevail.

The Rules and Regulations apply to all unit owners, their residents, family members, tenants, occupants, agents, visitors, employees and guests; and shall be enforced by the Board in accordance with Declaration and By-laws.

The COMMON ELEMENTS are all portions of the Condominium except the Units, and include the clubhouse, pool, tennis court, playground, grilling areas, streets, curbs, sidewalks, fences, lawns and yard areas, trees and shrubs, exterior lighting and parking areas.

The LIMITED COMMON ELEMENTS are those portions of the Common Elements that are allocated for the exclusive use of less than all of the Units, and include balconies and patios. The Association is responsible for maintaining the Limited Common Elements as a Common Expense, but the costs of doing so are assessed against the Unit benefitted by the Limited Common Elements. If a Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element will be assessed equally among the responsible Units. Unit Owners are responsible for removing all snow, leaves, and debris from all patios, decks, and balconies that are Limited Common Elements allocated to their Units.

The Board, along with the Property Manager, is responsible for the operational management and oversight of maintenance and improvement of both the Common Elements and for those Limited Common Elements which are for the exclusive use of the individual unit owners, tenants and/or their guests.

CONDOMINIUM UNIT OWNERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR TENANTS, GUESTS OR INVITEES.

1) SECURITY

1.1 Keys and/or Access Codes:

Each unit will receive two (2) key fobs to the amenities. If the key fob is lost or stolen, please report it to the Property Manager immediately. The cost to replace a key fob is \$35 each. Please note, when a new key fob is activated the other key fob will be deactivated. To insure the security of the buildings and amenity areas, owners are requested to use caution in providing access to the buildings for cleaning services, repair people, etc. Owners may be responsible for any loss or damage that

may occur because access codes or key fobs to the buildings are entrusted to persons other than residents.

1.2 Entry to Units:

The Board members or their representative may enter, on reasonable notice (48 hours, except for an emergency), any unit concerning maintenance or construction for which the Association is responsible. Should any damage result from this entry, the Association will pay the costs of repair.

2) PARKING, AUTOMOBILES, MOTORCYCLES AND BICYCLES

SPEED LIMIT IS TEN (10) M.P.H ON ALL BELLINGHAM PARK STREETS

2.1 Automobile Parking:

The Bellingham Park Condominiums Parking lot is for use exclusively by unit owners and their guests/tenants and is restricted to private passenger vehicles only. **The unit owner must provide to the property manager current vehicle identification information for each vehicle and/or the vehicle of any tenant.**

Owner's vehicles parked anywhere other than in a designated parking space or those which may be considered a hazard, following notice and hearing, may be fined \$100 per day until the violation is corrected.

2.2 Motorcycle Parking:

Motorcycles, mopeds and scooters must be parked in a designated parking space. Motorcycle, moped and scooter operation is restricted to entering and exiting the property. Recreational operation of a motorcycle, moped or scooter on Bellingham Park property is prohibited. Following notice and hearing, a fine of \$100 per day may be applied until compliance is obtained.

2.3 Bicycles:

Bicycles may be stored **inside** the grate area under the first floor stairwells and must not encroach upon or obstruct the breezeways (U-locks are recommended). No other personal property is allowed in the grate area.

2.4 Vehicle Repairs:

Vehicle repairs and maintenance are not permitted anywhere on Bellingham Park property. The use of gasoline and/or other combustibles for cleaning or for any other purpose is prohibited. Owners are responsible for protecting the pavement from fluid leaks. Damage to these areas will be charged to the offending owner.

2.5 Use of Parking Space:

Use of parking spaces for storage containers (cubes), trailers, boats, campers or RVs is prohibited.

Passenger vehicles longer than twenty (20) feet must park in spaces that are not perpendicular to a walkway. Any vehicle that is parked over the walkway by more than twelve (12) inches will be asked to move on the first offense, and subject to a fine on subsequent offenses.

Tools and equipment in the bed of a pick-up truck must be covered.

Unauthorized vehicles, unlicensed vehicles (expired registration), improperly maintained vehicles or vehicles deemed a hazard, following notification and hearing, will incur a fine of \$100 per day until the violation has been resolved.

2.6 Washing Cars:

Washing cars is allowed only at the designated car washing station behind building 1505 Cadfel Court. Users are responsible for removing all trash and for keeping the area clean.

3) TRASH DISPOSAL

3.1 Trash:

All household waste should be properly disposed.

Garbage must be bagged and tied or thoroughly wrapped before being disposed of in the trash compactor.

Any item too large for the trash compactor such as furniture, appliances, business rubbish, yard waste, and non-household waste is the responsibility of the homeowners/tenant to dispose of elsewhere.

All cardboard boxes must be broken down BEFORE DISCARDING in the **specified cardboard dumpster**. Do not place cardboard in the garbage compactor, and do place garbage in the cardboard dumpster.

Trash is not to be left outside the trash compactor or cardboard dumpster, and must be taken back home if the compactor or dumpster is full or inoperable. Any cost or fine incurred due to improper disposal will be the responsibility of the unit owner.

Trash placed anywhere other than INSIDE a designated compactor or dumpster is subject to a removal fee, fine, or both. **Trash is strictly prohibited in the breezeways and common areas** and may result in a fine.

4) CONDUCT

4.1 Obnoxious or Offensive Activity:

Obnoxious or offensive activities are prohibited in any common area and nothing will be done therein which may be or may become an annoyance or disturbance to other residents. In response to written complaints the Board will have the final determination as to whether the complaint constitutes an obnoxious or offensive activity.

Conduct of Family, Guests and Agents: Owners and lessees are responsible at all times for the reasonable conduct of their family members, guest and representatives or agents.

Damage to Property: Activities by owners/tenants or by their guests, pets, children and other representatives or agents that might cause damage to other units, buildings, landscaping, or any common area are strictly forbidden. Any such damage will be the financial responsibility of the unit owner.

4.2 Private Parties:

Residents holding private parties will comply with the following:

Conduct of guests: The owner will be responsible for the proper behavior of all guests and for insuring that other residents are in no way disturbed.

Clean up: Residents will clean all common areas used (i. e. pool area, outdoor grounds or other common areas if used for their party) and will remove all debris from patios, walkways, exterior

entrance areas, breezeways, etc. The complete clean up must be accomplished within the facility's reservation time.

5) COMMON AREAS AND LIMITED COMMON AREAS

5.1 Stairwells, Stairways, and Breezeways:

Stairwells and stairways will be kept clear at all times in compliance with Fire Safety Code. Personal property is prohibited in the stairwells, stairways, breezeways and other common areas. (See 4.2)

5.2 Personal Property:

Personal property may not be placed or stored in the hallways, breezeways, balconies, patios or any other common area or limited common area. Any personal property placed in the hallways, breezeways or any other Common Elements, unless otherwise permitted by the Declaration or these Rules and Regulations, will be removed at its owner's expense and the owner may incur a fine. This includes plants, furniture, bicycles, toys, banners, signs, decorations, clothing and all other personal property.

5.3 Alterations:

Alterations to the common areas is strictly prohibited. Alterations to Limited Common Elements must be approved by the Board or an appointed covenants control committee ("CCC") in accordance with Section 11.3 of the Declaration.

5.4 Access to Common Areas:

Access to common areas, stairways and streets is not to be blocked by motor vehicles, recreational vehicles, equipment, personal property or any other object.

5.5 Housekeeping:

Residents must clean up after themselves if they litter the common areas. This would include garbage, pet accidents, Christmas tree needles, cigarette butts and so on. If the unit owner is unable to restore the area to its pre-accident condition, he or she shall pay the cost of any necessary additional cleaning or replacement.

5.6 Landscaping:

Altering of the landscaping in any way is prohibited. Personal property is prohibited in the landscaped areas and all other common areas.

6) INSURANCE

6.1 Affect on Insurance:

Any increase in Association insurance premiums that results from any action by a Unit Owner or the parties the Unit Owner shall be assessed against the Unit Owner pursuant to Section 17.2(c) of the Declaration.

6.2 Homeowners Insurance:

Homeowners are strongly encouraged to have a comprehensive homeowner's insurance policy (HO-6 policy) which includes personal liability. The Association policy will not cover damage to personal

property or provide coverage for damages attributable to resident negligence. This includes landlords and tenants.

7) COMMON AREAS

Smoking is not permitted in any of the breezeways, hallways, stairwells, balconies or patios, and is not permitted within twenty-five (25) feet of any entrance. Smoking is not permitted in the pool, gym, tennis courts, kids playground, movie theatre or clubhouse. Smoking is restricted to the pet waste station areas, and smokers are required to use the attached smoking receptacle or their own pocket ashtray.

7.1 Breezeways:

Door mats placed in front of individual unit doors must not exceed 60 inches in width or 30 inches in depth. No other personal property is permitted in the breezeways.

7.2 Landscaping:

Owners will be responsible for any damage they, their tenants, guests or pets cause to trees, shrubs, and all other landscaped areas and Common Elements.

7.3 Balconies and Patios:

Balconies and patios are limited common areas. Furniture in the patio and balcony areas is limited to furniture specifically designed for outdoor use.

No personal property including signs, banners, flags, draperies, awnings, blinds, clothing, towels, decorations, ornaments or lighting may be attached to, displayed from or stored on balconies, patios or railings.

Attaching screws, nails, glue or any other device or material (either temporary or permanent) to any part of the balcony area, patio area or railings is prohibited without prior Board or CCC approval.

Pet food and/or bird seed is strictly prohibited in patio and balcony areas.

7.4 Signage:

Signs, advertisements or notices may not be inscribed, painted, engraved, affixed or displayed on any part of the exterior of any unit, building or in any common area. Accordingly, security company stickers may not be applied to doors or windows.

7.5 Exterior Areas:

Alterations to the exterior of any building including exterior unit doors and windows is prohibited without prior Board or CCC approval, except that door lock replacements must match the color of the original lock.

The addition of awnings, shutters, storm doors, screen doors, antennas, satellite dishes, lights, cameras or devices of any type to the exterior of any building is prohibited without prior Board or CCC approval.

Any unapproved alterations to the exterior of any building in any way will be repaired at the expense of the offending unit owner.

7.6 Debris:

Throwing debris from windows, stairs, balconies or patios is strictly prohibited. This includes cigarette butts.

7.7 Grills:

Bellingham Park has three charcoal grills available for use by residents. Use of the community grills by individuals below the age of 16 is prohibited. Residents are responsible for any damage to the common areas, landscaping, buildings or personal property resulting from negligence of improper use of the community grills.

Use of personally owned grills and any other flame or heat producing devices are prohibited within twenty-five (25) feet of any building, structure or automobile. Grills and other flame or heat producing devices stored anywhere other than in a garage are prohibited. Grills may not be stored in the Common Elements.

7.8 Exterior Unit Repairs:

Exterior unit doors and windows are a limited common element. If a unit door or window becomes damaged, it may only be replaced or repaired by the Association.

Replacement HVAC units must be similar in size, capacity and design as the original unit and must be approved by the Board or CCC prior to installation.

8) PETS

8.1 Use of Leash:

Pets must be attended to and under the control of a responsible person at all times. Dogs must be on a leash at all times while on the Common Elements.

8.2 Pets in Indoor Common Areas:

Pets are not allowed in the pool area, tennis court, fitness center, business center, theatre or clubhouse.

8.3 Relief Trips and Exercise:

To ensure the condominium environment remains pleasant for all, residents who walk their pets on the grounds **must clean up after their pets**. Failure to do so may result in fines levied on the unit owner by the Association. Actions of tenants and their pets are the responsibility of the unit owner.

8.4 Pet Waste Disposal:

Any used pet litter or other pet waste must be bagged and tied securely before being placed in the compactor.

8.5 Accidents:

If a pet soils a common or limited common area, the unit owner is responsible for cleaning the area. In the owner is unable to restore the area to its pre-accident condition, he or she shall pay the cost of any necessary additional cleaning or replacement. Actions of tenants and their pets are the responsibility of the unit owner.

9) UNIT INTERIORS AND ALTERATIONS:

9.1 Condominium Unit Interiors:

No alterations that impact the structural integrity of the building, the efficiency of the soundproofing, or the operation of any building system may be made to the interior of the condominium units. (Soundproofing underlayment is recommended under hardwood or vinyl flooring in second and third floor units.) No modifications will be made to the integrated fire alarm system. This includes wire molding (on the surface of the interior walls), sensors and bells.

9.2 Obtaining Board Approval:

When an owner needs to obtain Board approval for alterations, the owner will submit a written description and timetable of the project to the Board. These must be clear and comprehensible and in enough detail to permit an informed review by the Board. If drawings are not submitted and Board requests them, they must be submitted at the owner's expense.

9.3 Outside Consultation:

The Board, at the homeowner's expense, may retain a qualified person or persons to review the owner's submission. The Board will respond in writing to the owner's request within sixty (60) days of receipt of all required documentation.

9.4 Change in Plans:

No consequential changes in the plan or timetable as approved by the Board may be implemented before the Board or CCC approves them. From time to time, the Board may have ongoing work inspected to assure it conforms to the approved plan.

9.5 Conditions of Approval:

All contractors and workers must comply with the provisions for parking, storage and use of Common Elements contained in these Rules and Regulations. Contractors must dispose of their debris off site. Debris may not be disposed in the complex trash compactors nor placed in any common areas of the complex. If workers fail to clean up any debris, the Association will undertake the cleanup at the expense of the unit owner undertaking the alterations.

9.6 Responsibilities of Owner for Contractors:

Compliance with the rules regarding alterations is the responsibility of the unit owner. The unit owner must furnish a copy of all applicable Rules and Regulations to each contractor and agent employed on the project.

10) LEASING OF UNITS & GARAGES

10.1 Duration of lease:

Units are for residential use only. No condominium unit or garage within the project shall be rented for a period of less than six (6) months.

No noxious or offensive trade or activity shall be carried on within any condominium unit or garage, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or other owners.

A garage may only be owned by a unit owner, may only be sold to another unit owner, and may only be leased to another unit owner.

10.2 Unit and garage owner responsibilities:

All unit and garage owners who rent to a 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 Property Manager in writing that the unit or garage is tenant-occupied, giving the name(s), address and phone number of the occupants; and,
- (4) provide to the Property Manager the name of any agent retained by the unit owner to manage the unit or garage for him/her.

The unit owner is responsible at all times for the enforcement of the established guidelines.

11) GRIEVANCES, FINES AND HEARINGS

11.1 Grievance Procedure:

Grievances by any unit owners may be submitted in writing to the Board. Attention will be given to these concerns at the Board's regularly scheduled meetings.

11.2 Registration of Complaints:

Written communication should include all information pertinent to the complaint. The Board will respond in writing within thirty (30) days of receipt. Verbal complaints should be communicated to the property manager.

11.3 Destruction of Property:

In the event of destruction of property, the Board will assess each case individually and may require a fine be paid by the owner.

11.4 Violation of Rules – Fines:

If the Board is notified of a potential violation of the Declaration or these Rules and Regulations, a hearing shall be held before the Board to determine if the unit owner should be fined and/or if condominium privileges or services should be suspended pursuant to the powers granted to the Association in G.S. 47C-3-102(11). The unit owner charged shall be given notice of the charge, opportunity to be heard and to present evidence and notice of the decision. If it is decided that a violation has occurred and a fine should be imposed, a fine not to exceed \$100.00 may be imposed for the violation and without further hearing, for each day more than five (5) days after the decision that the violation occurs. Such fines shall be assessments secured by liens under G.S. 47C-3-116.

If it is decided that a suspension of condominium privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured.

Unit owners are responsible for rules violations committed by their tenants.

11.5 Homeowners Association Dues:

Monthly Homeowner's dues and garage dues are payable on or before the first of each month. Delinquent dues will accrue interest at the rate allowed by applicable law. Homeowners Association may turn over delinquent assessments to an attorney or collection agency for collection, and the

mortgagee of the unit will be notified of the delinquency. Costs of the collection will be added to the amount owing.

12) AMENITY RULES AND REGULATIONS:

Residents are expected to limit the number of guests at all times so as not to interfere with the rights of other unit owners to enjoy the amenities.

Owners will be held responsible for all actions of their children, guests or tenants.

Loud radios, profane language, smoking or any undue disturbance in the amenity areas will not be allowed.

No pets are allowed in the amenity areas.

Glass containers or bottles are strictly prohibited in the amenity areas. Papers and refuse must be deposited in proper receptacles.

The Homeowners Association reserves the right to refuse entry or deny amenity privileges to anyone in violation of these rules.

Cut-off jeans and suits with fringe at the legs will not be permitted in the pool due to problems with filter clogging.

Floats and other large play objects will not be permitted in the pool.

The cost of any property damage will be charged to the responsible party.

Bellingham Park Condominium Owners Association, Inc.