

BLOOMSBURY ESTATES RULES AND REGULATIONS

These Rules and Regulations for the Bloomsbury Estates Condominium Homeowners Association, Inc. have been adopted by its Board of Directors for the betterment, safety, and collective enjoyment of our Bloomsbury Estates community. Each Owner shall be responsible for ensuring that the Owner's family, guests, tenants and occupants (individually or collectively Occupants) comply with all provisions of the Bloomsbury Declaration as amended and recorded in the Wake County Register of Deeds and all rules and regulations of the Association. References to defined terms not defined herein are from the Declarations. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Occupants as a result of any such person's violation of the Condominium Instruments, the Association may take action under the Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's Occupants. These rules are also designed to prevent infringement of Owners and Occupants' enjoyment of Bloomsbury as well as help maintain the appearance, uniformity, and architectural integrity essential to the most favorable impression possible of Bloomsbury Estates community.

Article 1 Rules and Associated Penalties

Section 1. Parking/Motor Vehicle Use

1.1. **Parking** – Parking spaces are assigned to each Unit and are marked "Private". Each Owner and Occupant is asked to use common courtesy such as, driving safely and slowly, and using care opening car doors. Except as permitted by move-in rules, no one including any Owner or Occupant including invitee of any Occupant, shall park any vehicle on the Property except wholly within their respective designated parking spaces. Vehicles shall not block any entrance, roadways, yard areas, drive aisles, fire lanes, handicapped parking spaces unless properly displaying a handicapped parking placard or fire lanes. No boat, boat trailer, panel truck, trucks with a load capacity of three and one-half (3 ½) tons or more, motor home, travel trailer, camper or other recreational vehicle, or trailer may be parked on the Property at any time. Unlicensed vehicles or vehicles considered not "road worthy" are not to be parked anywhere on Bloomsbury Condominiums property and should be reported to the Management Company. Notwithstanding the above, trucks, vans, and commercial vehicles in violation of the permitted types of vehicles described above shall be allowed temporarily on the Common Areas and Facilities during normal business hours for the purpose of serving any Unit or the Common Areas and Facilities; provided, however, no such vehicle shall remain on the Common Areas and Facilities overnight unless prior written permission from the Board is first obtained.

1.2. **Additional Associated Penalties for Parking** - Each Owner (or their assigned Tenant Resident) of an assigned parking space may tow or boot an unauthorized vehicle parked in the Owner's assigned parking spaces in violation of these Rules. (Please note the Owner may assign his/her Tenant Resident this authority by contacting the Management Company for applicable procedures.) An Owner or properly assigned Tenant Resident is only authorized to tow or boot from that Owner's assigned parking space/s and therefore it is a violation of these rules to tow or boot or attempt to tow or boot from another Owner's assigned parking space. Any Owner or Tenant Resident may

report any vehicles parked or operating in violation of these rules in Section 1.1 in other than assigned Owner parking spaces (e.g. fire lanes, the driveway in front of the main entrance, yard areas, handicapped spaces) to the Board or its designee (Management Company) which may have the vehicle towed or booted. In addition to having the right to tow or boot, the Association may elect to impose fines in addition to other available sanctions for violations of Section 1 as follows: first offense during any twelve (12) month period - \$50.00; second offense during any twelve (12) month period - \$75.00; third or more offense in any twelve (12) month period - \$100.00 for each. If a vehicle is towed or booted in accordance with this section, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity.

Section 2. Personal Conduct and Behavior

2.1. **Noise, Damage and Nuisance** – The Units in Bloomsbury Estates are built in close proximity to one another, resulting in the sharing of common walls, floors and ceilings, in addition to the Common Areas and Facilities and Limited Common Areas and Facilities. Therefore, an Owner or Occupant shall not conduct activities within a Unit or use a Unit, or use the Common Areas and Facilities or Limited Common Areas and Facilities, in a manner that unreasonably interferes with or causes disruption to the use and quiet enjoyment of the Common Areas and Facilities, Limited Common Areas and Facilities or Unit by its respective Owner or Occupant.

No noxious or offensive activity shall be conducted upon any unit nor shall anything be done thereon which may be or may become an annoyance or nuisance, shall interfere with the peaceful possession of property by Owners or Occupants, or result in the termination of, or an increase in the premium for, the policy of property insurance for Bloomsbury Estates.

2.2. **Smoking** – Smoking is prohibited in all the indoor common areas of Bloomsbury Estates including Common Areas and Facilities as well as outdoors within thirty (30) feet of the building.

- A. Prohibited areas by way of illustration and not limitation include the stairwells, the parking garage, lobby, entryways, lobby bathroom, trash room, elevators, hallways, billiard room, and exit doors and stairwells from the parking garage.
- B. Smokers must dispose of any cigarette/cigar butts in designated receptacles only (ash trays, stands, etc.) and shall never leave litter including cigarette/cigar butts in the natural/common areas on the property.
- C. If smokers choose to smoke in their individually owned Units, they must ensure the smoke does not escape the Unit or cause unwanted odors to permeate the Common Areas and Facilities, the Limited Common Areas and Facilities or others' Units.

2.3. **Condominium Use** – Condominium Property shall be used for residential purposes only, with a home office within the confines of a Unit being a permitted use.

Owners and Occupants must abide by all applicable zoning ordinances and any failure to do so is a violation of these Rules.

- A. The Common Areas and Facilities shall be used only for the purposes intended and the enjoyment of the Units. Owners are responsible for the conduct of any of his or her Occupants including any damage that they may cause.

2.4. **Balconies** – The balconies adjacent to Units shall be kept in a clean, neat and orderly condition at all times and shall not be used for storage or drying of laundry. In particular, clothing, outerwear, towels or banners shall not be hung on the balcony railings and any dead plants shall be removed promptly. No indoor-outdoor carpeting, hot tub or other pool shall be installed on any balcony, nor any furniture or item of such insufficient weight that winds may dislodge them from the balcony and thus cause a hazard. Objects shall not be permitted to hang over the outside of, sit on the outside of, or be attached to the exterior of any balcony rail or otherwise protrude outside of the vertical plane formed by the exterior surface of the porch railing except as specifically provided hereafter in this section. Seasonal decorations are permitted on the balcony rails only beginning from Thanksgiving and must be removed on or by January 7. Penetration of the surfaces of a porch wall or floor is prohibited. Enclosure or screening of a balcony is also prohibited. Nothing, including but not limited to cigarettes, cigars, liquids or other items may be thrown or dropped from balconies or windows. When cleaning or washing balconies, Owners and Occupants must take care to ensure that any splatter or debris does not enter other balconies or persons, animals or plants below. Owners and Occupants are reminded that balconies are Limited Common Areas. As such, Owners and Occupants may not paint, stain or waterproof the flooring on the balconies adjacent to their Units.

2.5. **Move In/Out and Deliveries** – Owners and their Occupants are responsible for ensuring that moving and delivery personnel take the necessary precautions to avoid damage to the Common Areas and Facilities and Limited Common Areas and Facilities. In order to avoid unreasonable interference with others' enjoyment of Bloomsbury and to avoid damage to Bloomsbury, the following rules are necessary.

- A. All move-ins and move-outs as well as furniture delivery by any commercial service other than package delivery must be scheduled in advance with the Management Company. Reasonable advance notice should be provided but in no event less than two business days' notice and priority will be given in the order advance notice is given. Generally all move-ins and move-outs must be scheduled on non-holidays, Monday through Friday, between the hours of 8am and 5:30pm. Limited exceptions to these hours may be requested in advance at the time of notice, to be considered in the reasonable discretion of the Management Company.
- B. When moving completely in or out of a unit, property owners will be required to make a \$250 refundable deposit. The Association will charge a nonrefundable fee of \$150 to cover the costs for installing protective blankets in the elevator and a rubber mat on the floor in the lobby.

- C. In any move-in or move-out as well as furniture delivery, Owners and their occupants or agents are responsible to ensure that no exterior door is propped open without a responsible person acting at the Owner or Occupant's instruction remaining at the doorway at all times to maintain the security of the building. If the doorway is unattended at any time, the door should not be propped open. During move-in/move-out and furniture deliveries, Owners and their Occupants are responsible for assuring that their movers and delivery agents do not block stairwells, parking lots and spaces, the lobby, and hallways.
- D. Owners remain obligated in full for any damage caused by their Occupants or agents of the Owner or Occupants whether a move-in, move-out or furniture delivery. Owners and their Occupants are also responsible for any clean up or for ensuring their agents do so fully. Clean up or damage required by Bloomsbury will be charged to Owners.

Section 3. Animals

3.1. **Permitted Animals** - No Owner or Occupant shall keep or maintain more than two (2) pets (excluding fish) as further described below in any one Unit at any one time at Bloomsbury Estates. Fish may be maintained without regard to this numerical limitation as long as all other requirements in the Declarations and these Rules and Regulations are met. Owners and Occupants must comply with any applicable requirements of local ordinances in addition to these Rules and Regulations for the health, safety, welfare, comfort and convenience of all Owners and Occupants the following rules also apply. Only cats, dogs and fish are permitted in a combined total of two (2) pets per Owner or Occupant's Unit, excluding fish. No potbellied pigs, poultry, snakes or other animals determined in the Board of Directors' sole discretion to be dangerous or potentially dangerous shall be brought onto or kept on Bloomsbury Estate or any Unit at any time. Owners or Owners and Occupants may request permission from the Board for a generally recognized household pet other than a cat, dog or fish and the Board shall decide any such request in its sole discretion.

3.2. **Control of Pets** - Any pet must be kept on a leash and be under the physical control of a responsible person at all times while outside a unit in the Common Areas and Facilities. No animal may be tethered to any stationary object in the Common Areas and Facilities or left unattended. No pet shall be permitted in the indoor Common Areas and Facilities except for the purposes of entering or exiting the building or using a direct route to a Unit and only if on a leash and under the control of the person responsible. The only area designated for walking pets is the exterior of the building.

3.3. **Clean-up** - Owners and Occupants, including any person responsible for their pets, are responsible for immediate removal of the feces left by any pet in the Common Areas and Facilities and Limited Common Areas and Facilities. Owners and Occupants are responsible for any property damage, injury, or nuisances caused by the pets for which they are responsible. Feces shall be deposited in the animal waste stations in the outdoor area but in no event shall it be deposited in the trash chute or trash cans in the mail room or other Common Areas and Facilities. Any Owner who maintains or has an Occupant maintain a pet is deemed to have agreed to indemnify and hold the Association,

its directors and agents free and harmless from any loss, claim or liability of any kind arising out of keeping or maintain a pet within Bloomsbury Owners and Occupants are responsible for noise made by pets and are subject to Section 2 noise rules and regulations.

3.4. **Permitted Purpose** - No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose, and no structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Common Areas and Facilities and Limited Common Areas and Facilities, without prior approval by the Board of Directors. Owners and Occupants must abide by all applicable local ordinances and any failure to do so is a violation of these Rules.

Section 4. Associated Penalties and Procedure for Fines and Penalties.

4.1. **Associated Penalties** - The Board may impose warnings, fines or suspension of condominium privileges for Owner or Occupant violations of these Rules and Regulations. Unless otherwise specifically provided herein, the Board may determine the amount of any fine based upon the circumstances of the violation, its severity, past violations, and all other circumstances related to the violation. Fines may occur in any amount up to \$100 per violation or up to \$100 per day for continuing violations in addition to any repair costs or other expenses reasonably attributable to the violation.

4.2. **Filing a Formal Complaint** - An Owner, Occupant or the Management Company can file a complaint. The form is attached to these Rules & Regulations in the Appendix and can also be found on the Management Company's web site. The Board shall cause a written notice of the complaint and opportunity for hearing to be sent to the Owner or the Occupant (collectively "Respondent") with a copy to the Owner if Occupant is involved. Such notice shall be sent via U.S. mail at least ten (10) calendar days before any hearing on the Complaint. Notice shall be mailed to the last address of record for the Occupant and applicable Owner.

4.3. **Hearings** - Before any fine or suspension of condominium privileges occurs, the Responded Owner shall be afforded an opportunity for a hearing. The Board or a panel appointment by the Board as permitted by law will hold any hearings necessary within the month based on the complaints documented and submitted. The Respondent may attend and provide information to the Board relevant to the Complaint or may submit such information in advance in writing to the Board. A representative of the Management Company will present the Complaint. The Board may ask questions of either the Respondent, Management Company or any other witnesses offered. No cross-examination by the Respondent or Management Company is permitted. With at least forty-eight (48) hours prior notice, the Respondent may have an attorney present at his or her own expense as may the Board.

4.4. **Determinations** - The Board will consider all information provided without Respondent present. The decision will be determined whether the alleged violation(s) of these Rules more likely than not (preponderance of evidence standard) occurred. The Board will provide its decision in writing to the Respondent via U.S. mail and no fine determined by the Board shall be effective until the fifth (5th) day following the mailing of the notice of the Board's decision. Fines imposed for violations of these Rules and Regulations shall be considered an individual assessment. As provided by the

Declaration, the Association shall have the right to enforce payment of such individual assessment in the same manner as it may enforce the collection of any assessments under the Declaration and the Bylaws including charging interest, payment of late fees and imposing a lien against the Unit.