

Brighthurst/Bishops Ridge Condominium Association, Inc
Amended Rules and Regulations

WHEREAS, Article III, Section 8 of the Bylaws (the "Bylaws") of Brighthurst/Bishops Ridge Condominium Association, Inc. ("the Association") recorded in Book 3501, Page 40 of the Wake County Registry assigns the Board of Directors (the "Board") all of the powers and duties to manage the business and affairs of Brighthurst/Bishops Ridge Condominium, including power to ensure compliance with governing legal documents of the Association in order to protect, preserve and enhance property values for all Unit Owners within the community; and

WHEREAS, Article III, Section 8 (e) of the Bylaws states the Board shall adopt such reasonable rules and regulations (the "Rules") as it may deem advisable for the maintenance, conservation, and beautification of the Property, and for the health, comfort, safety and general welfare of the owners of Brighthurst/Bishops Park Condominium Units (the "Unit Owners" or "Owners") and occupants of the Property; and, Article VI, Section 14 outlines the process for approval of such rules and regulations and their proper notice to all Unit Owners; and

WHEREAS, the Board has promulgated these amended rules and regulations as set forth below; and

WHEREAS, Article VI, Section 14 of the Bylaws provides that rules and regulations promulgated and amended by the Board shall also require the approval of at least seventy-five percent (75%) of the Unit Owners in the Association; and

WHEREAS, a duly called meeting of the membership was held on December 15, 2023 and at least seventy-five percent (75%) of the Unit Owners in the Association voted to approve these amended rules and regulations as set forth below; and

WHEREAS, according to Subsection (a) of Section 10 and Subsection (b) in Section 18 of Article VI of the Declaration, upon failure of a Unit Owner to maintain and keep their Unit in good repair, the Board is authorized to maintain, repair or restore such Unit in order to protect other Units and the Common Elements and to remove any condition or structure that is in violation at the expense of the Owner; and WHEREAS, according to Section 22, Subsection (c) of the Declaration nothing shall be done or kept in any Unit, storage, Common Area or Limited Common Area that creates a potential hazard, that could increase premiums or cause the cancellation of the condominium's insurance or that constitutes a violation of the law; and

WHEREAS, Section 16 of the Declaration provides that insurance shall be carried upon the condominium buildings by the Association and such policies must be reviewed at least annually by the Board and insurer in order to ascertain coverage requirements. Such coverage shall provide protection against loss or damage by fire or water damage and other hazards covered by standard extended coverage endorsement; and

WHEREAS, some of the rules contained herein were promulgated in order to maintain the Association's insurance and to also protect the value and desirability of all Units and to minimize loss;
submitted electronically by "Jordan Price Wall Gray Jones & Carlton"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

cleanings by Owners of their Unit's (i) fireplace and chimney flue; (ii) balcony drains; (iii) HVAC condensate lines; (iv) for ensuring the existence and good working condition of a water shut off valve in the Unit; and (v) mandatory replacement of hot water heaters that are 12 years of age or older; and

NOW, THEREFORE, BE IT RESOLVED, all previous rules and regulations adopted by the Association by whatever means shall be repealed; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Rules and Regulations of the Association shall be as set forth hereinbelow.

[The Association's Rules and Regulations Begins on Next Page]

I. Unit Maintenance and Modifications

1. Architectural Changes, Additions, Alterations or Improvements by Owners: No Owner shall make any structural addition, alteration, or improvement in or to his Unit or to any Limited Common Element, including landscape additions or any change (including a satellite dish or antenna) in the exterior appearance thereof, until the plans and specification showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the Board.
2. Windows and Doors: All exterior windows, window screens, front doors, back doors, sliding glass doors, storm doors, etc. installed after December 1, 2010, shall be of uniform style and color and must be approved by the Board before installation is allowed and any such installation shall be at Owner's expense.
3. HVAC Condensate Lines: Blocked condensation lines are a common cause of water leaks resulting in damage to other Units. Therefore, an annual HVAC condensate line cleaning is required to be performed at each Unit Owner's expense in order to help prevent HVAC and water losses from occurring and for insurance requirements. Owners are required to provide proof of compliance which may include a condensate line cleaning plumber/contractor's invoice upon written request from the Board or Manager.
4. Balcony Drains: Owners of Units with balcony floor drains are required to regularly clean the drain, including removal of organic debris. Regular cleaning will help prevent clogged drains, which will lower the risk of potential water losses and assist with insurance retention purposes. Owners are required to provide proof of compliance of the balcony drain cleanings upon written request of the Board or Manager
5. Water Shut Off Valves: All Units are required to have interiorly located water shut off valves to turn off individual condominium Unit water supply. These shut off valves are typically located inside the Unit's water heater closet. Owners are required to provide proof of compliance which may include an invoice upon written request from the Board or Manager.
6. Inspection and Replacement of Hot Water Heater: Owners are required to replace any hot water heater that is twelve (12) years of age or more, due to insurance claim losses, as damage from hot water heaters that burst can be extensive and can damage more than one Unit. Increased water damage claims from water heaters puts the Association at risk of excessive insurance premium increases or, at worst, cancellation of insurance coverage. Owners must inspect their water heater to determine the age and if necessary, schedule replacement with any licensed plumber. Upon replacement of the water heater, a drainage pan must be installed on the water heater or an alarm with emergency shut off for overflow. The Board

may require a replacement of the water heater sooner than 12 years of age in the event the industry standards for the life of a particular brand of hot water heater changes. Owners are required to provide proof of compliance, which may include an invoice indicating the replacement, upon written request of the Board or Manager.

Pursuant to the Declaration and Bylaws, the Board or its designated agent has the right of access to any Unit for the purpose of making inspections to ensure that any required maintenance has been performed and also to make repairs, replacement, or improvements to remedy conditions of the Unit itself which could result in damage to other portions of the Building of which the Unit is a part. In the event any Owner fails to replace a hot water heater as required herein, upon reasonable notice the Association may enter the Unit pursuant to authority contained in the Declaration and Bylaws and replace the hot water heater, and the costs of the same shall be assessed against the Owner. Such right of entry does not preclude enforcement of this rule by any other means allowed by law, including imposition of fines for such violation.

7. Unit Fixtures: Toilets and other fixtures, appliances and equipment located in the Unit are the responsibility of the Unit Owner to maintain, repair, and replace. This responsibility includes maintaining fixtures, appliances and plumbing in good working condition without leaks and repairing any leaks immediately.

II. Safety

1. Fireplaces: A fireplace flue cleaning every other year is required, at each Unit Owner's expense if fireplace has been used in the last two years. Unit Owners are also responsible for maintenance, repair, and replacement of the firebox appliance inside the fireplace as needed. Firebox appliances must be inspected for necessary repairs when fireplaces are cleaned. Any fireplaces requiring corrective measures shall not be used until the work is completed. Owners are required to provide proof of compliance of the fireplace cleaning and repairs cleanings upon written request of the Board or Manager.
2. Hazards: In accordance with local fire codes and the State building code, the use of any open flame propane, gas or charcoal appliances such as grills, stoves, or exterior heaters is strictly prohibited and may not be used on any decks, balconies or porches at any time. No gasoline, lighter fluid or flammable liquids are to be stored on any decks, balconies or porches. Use and storage of grills (charcoal or gas grills) must be at least 10 feet from any condominium building and away from flammable mulch or ground cover. Any resident observing a violation of this nature is obligated to report the violation to the Raleigh Fire Department immediately at 919-831-6311 and within one (1) business day to the Manager as this jeopardizes the safety of all who reside in the building.
3. Breezeway and Stairway Obstructions: There shall be no obstruction of the

Common areas and facilities as required by the Fire Marshall except as otherwise provided herein. Items (planters, furniture) located in the breezeways leading to any condominium or stairwells or under stairwell should follow egress width guidelines for safety risk or fire.

4. Firewood Storage: No residents shall store firewood in any common areas of the condominium, including under stairways or outside the entryway door of a Unit. Exhibit B of the Declaration outlines firewood storage for the entire community. Residents in Buildings Number 1001, 1021, Washington Townes and ground floor Units in Building Number 1000 shall have firewood stored on their individual balcony or terrace areas. Firewood should not be placed on top of any drains in order to avoid debris clogs and water losses. The Units located on the second and third floors of Building Number 1000 may, at the Board's discretion and Fire Marshall allowance, collectively store firewood on racks located on the western landing area from October 1st to April 15th as these Units have no open balcony for storage. Only one such rack approved by the Board may be located on each of these floors. All other Units must store any firewood, on their balcony or patio.
5. Elevator: The elevator located in Building Number 1000 is designed and rated as a passenger elevator, not a freight elevator and will malfunction if over-weighted. As such, this elevator is only to be used by resident passengers and their guests. Contractors are prohibited from using the elevator. Residents and their contractors are prohibited from using the elevator for purposes of moving furniture in and out of the Unit. The repair or replacement cost for any damage to the elevator caused by misuse by an Owner, their contractor or tenant shall be charged to the Unit Owner.
6. Smoking: Smoking is prohibited in the elevators and breezeways of the Buildings. Smokers are responsible for properly disposing of all ashes and butts in or around any of the outdoor common areas, including the parking area. Disposing of ashes and butts in plant beds is not allowed. If smoking inside your Unit, please give due consideration to the effects of smoke on your neighbors.

III. Rules Concerning Conduct and Activities

1. Noise: No noxious or offensive activity shall be conducted within any Unit nor shall anything be done therein which may be or may become an annoyance or nuisance or shall interfere with the peaceful possession of property by other Unit Owners. Excessive noise shall be deemed a "noxious or offensive activity" for the purposes of this section. Consistent with the City of Raleigh's Noise Ordinance, residents and their guests must minimize excessive noise between the hours of 11:00 p.m. and 7:00 a.m. When violations occur, a complaint should be made to the Raleigh Police Department and manager. Construction and demolition noise is permitted only between 8:00 AM and 5:00 PM, Monday - Friday. Violations of this rule should be reported to the Manager and/ or the Raleigh Police Department.
2. Other Nuisances, Noxious or Offensive Activities: In accordance with the

Declaration, no one should engage in activities that are considered dangerous, noxious (including noxious fumes) or offensive or illegal activities on within any Unit, nor shall anything be done which may become an annoyance to the community or the other Building residents. Smokers are encouraged to use the outdoor spaces for smoking, as it can be disturbing to neighbors.

3. Trash Disposal: No littering of any type is allowed on the grounds of Brighthurst Condominium and residents must abide by the City of Raleigh ordinances pertaining to waste disposal and recycling. All trash shall be disposed of in the dumpsters located in the parking lots. All recyclables should be placed in the recycle bin(s). If these bins are full, please take your items to the Jaycee Center located on Wade Avenue. No items of any kind are allowed to be placed outside of the dumpsters or recycle cans on the ground. The dumpsters are for residents only and only for normal household trash. Dumpsters are not to be used for the disposal of flammable, corrosive or poisonous materials or aerosol containers. The dumpsters are not to be used for disposal of furniture, mattresses, construction materials or debris such as wood, metal, drywall, paint, applicators, appliances, carpets or plumbing fixtures or materials. If any items of this nature described above are placed in the dumpsters and recycle bins or if items of any kind whatsoever are placed outside of the dumpsters and recycle bins, the Owner shall be responsible for the costs incurred by Association in removing and disposing of these items.

No garbage bags, trash cans or garbage of any type is allowed to be stored or kept at front doors or on patios or decks. Owner shall be responsible for the costs incurred by Association in removing and disposing of any trash left outside of a Unit in violation of this Rule.

Owners are held accountable for the actions of their tenants and shall be responsible for such costs incurred by the Association for items left by their tenant in violation of this rule.

4. Pets: No animals, livestock or poultry of any kind shall be kept or maintained in any unit or any dwelling except that dogs, cats or other household pets may be kept or maintained. The Brighthurst/Bishops Ridge Condominiums are located within the City of Raleigh and as such conform to all Raleigh ordinances pertaining to pets. Further, for the health, safety, welfare, comfort and convenience of all residents the following rules shall be observed with respect to pets:
 - a. No more than 2 house pets as outlined in Exhibit A of the Declaration are permitted per Unit. Generally recognized house pets, in reasonable number and size, may be kept and maintained in Units, provided such pets are not kept or maintained for commercial purposes.
 - b. Any pets must be on a leash and attended by a responsible person whenever in or on any common areas (including inside the hallways).

- c. No pet may be leashed to any stationary object in or on the common areas. No limited common area patios or decks may be used as pens. Owners must be present with their pet when outside.
 - d. Pet owners are responsible for any property damage, injury and disturbances caused by their pets.
 - e. Pet owners are responsible for removing their pet's waste. No pet owner or responsible party may permit a pet to urinate or defecate on or in any of the breezeways, entry areas, courtyards, flower beds or bushes. In the event a pet owner fails to comply to this section, the Board shall issue a violation letter and call a Due Process Hearing.
 - f. No pet shall be permitted to bark, howl or make other loud noises for such an unreasonable time as to disturb neighbors' rest or peaceful enjoyment of their Unit or the common areas.
5. Signs: There shall be no signs posted in any portion of the common areas and grounds or on the exterior of any Unit except one "For Sale" sign for real estate purposes is permitted in window of Unit. Such sign shall not be in excess of 18" by 24" in size and must be professionally made. Posters or other sign types shall not be permitted in unit owner windows.
 6. Exterior Lights: No holiday/ seasonal lights or decorations are permitted in any common areas during the year other than white lights inside the balcony or patio areas.
 7. Bicycles: Actively used bicycles may be parked in the bicycle rack located near the pool. Bicycles that are in an inoperable condition, missing parts, or are not actively used shall not be stored in the bicycle rack. When active use of the bicycle ceases, it should be stored within the Owner's Unit or off the property. If you are utilizing the bike rack to permanently store an unused bike, remove the unused bike to make room for those who actively use a bike. Bicycles in violation of this rule or that have been deemed abandoned are subject to removal. Bikes that have not been claimed and/or removed from the rack upon notice will be tagged for removal and will be disposed of after 30 days of being tagged.
 8. No outside or front-facing shades, curtains or other coverings of any kind are permitted to be installed or used on any patios or balconies.
 9. No rugs, clothing, towels or other household linens shall be draped over any open porch, patio railing or wall of any Unit regardless of the length of time. No clotheslines shall be visible on any open porch or patio in any Unit, regardless of time.
 10. Leased Units: A Unit may be leased as a single-family residence and for that purpose only. No room(s) within a Unit may be rented nor shall any transient tenants be accommodated. All lease agreements shall be in writing and shall be for a term of at least thirty (30) days and shall be subject to all provisions of the

Association's governing documents and these rules and regulations.

All Owners are required to provide a copy of the lease agreement to the Manager and to register tenants with the management company through online portal at engage.goenumerate.com/s/brighthurst/, including the tenants names, phone numbers and email addresses. The date of their move-in and date of departure must also be sent to the management company. Tenants must be given a copy of the community rules and regulations. Owners are held accountable for the actions of their tenants. Violations of the Rules and Regulations by any tenants, their families, or guests will result in enforcement action against the Owner of the Unit.

11. Parking: Only current residents (including verified tenants) and their guests may park in the Brighthurst/Bishops Ridge parking lot. Owners shall not park or store any camper trailer, trailer vehicle, motor home, travel trailer, camper, boat, boat trailer or any other recreational vehicle, etc. anywhere on the Property. No moving PODS, containers, nor construction dumpsters of any type shall be put anywhere on the grounds of the Brighthurst/Bishops Ridge Condominium complex. Only moving and construction containers, dumpsters and equipment with rubber tires may be permitted with prior written approval of the Board or Manager.
No trucks shall park overnight except for standard 2-ton or less pickup trucks or smaller sized trucks. Unlicensed vehicles and vehicles considered not "road worthy" (e.g., inoperable, with flat tires, oil leaks, vehicle registration that is not current and has expired etc.), are not allowed in the parking lots. Vehicles illegally parked in "Handicapped" or "No Parking" areas are subject to immediate towing. Vehicles parked in violation of any other parking rules and restrictions shall be tagged with a parking warning and given 14 days' notice before towing. If extenuating circumstances exist, please contact the Manager immediately after your vehicle has been tagged.
12. Yard Sale: No yard sales, moving sales, or estate sales or sales of any purpose shall be conducted on the common areas and grounds of the Property.

IV. Enforcement:

1. The effective date of the Rules shall be ten (10) days after their approval by the Board and by Owners owning in the aggregate at least seventy-five percent (75%) of the Common Interest as defined in the Declaration. A copy of the Rules as so approved shall be furnished to each Owner prior to such effective date.
2. The enforcement of the Rules shall be activated within ten (10) days from the receipt of the Rules by each Unit Owner.
3. In order for the Rules to be effective, violations must be reported immediately to the Management Company, which shall then record the nature of the violation complaint, date and Unit Number. Parties reporting violations are encouraged to provide a specific description and/ or photographic evidence (when applicable) of

violations. All violation reports, including the identification of the party who reported the violation, will be kept confidential. Upon confirmation of the violation, the Manager will send a warning letter informing the Owner of the violation and that the violation must be corrected within a specified time. Violations of city ordinances or that pose imminent danger to people or property will require immediate action without warning or grace period.

4. Process for Rule Violations: If the violation for which the violation warning letter was issued is not corrected within the specified time, the Association may proceed with the hearing and fining process in accordance with the Declaration of Covenants and the North Carolina Condominium Act, N.C.G.S. § 47C. The maximum fine the Board may impose, as established by NC Statutes is \$100.00 per violation per each day, the violation continues to exist. If the fines are not paid, it shall constitute a lien against the Unit in question pursuant to the Declaration of Covenants and N.C.G.S. § 47C.
5. Owners are ultimately liable for the conduct of their tenants, guests, invitees, contractors, and agents and must ensure compliance with these Rules and Regulations. Failure to comply with these Rules and Regulations may result in a hearing and fines as described hereinabove.

V. **POOL RULES:**

BRIGHTHURST/BISHOPS RIDGE CONDOMINIUM HOURS: 7AM TO 9PM

The Brighthurst Condo Association has a Trespass Order in place with the City of Raleigh Police Department. Anyone in the pool area outside of pool hours will be subject to a charge of Trespassing.

Please report any trespassers to Raleigh Police at 919-831-6311

By order of the Wake County Health Department all pool users must follow the following rules. If a violation is cited, it may cause the pool to close for an extended period of time, and it will result in a fine.

- There is no lifeguard on duty. This is a swim at your own risk facility.
- No glass containers allowed within the gated pool area.
- The gates to the pool area must remain closed at all times. Do not prop the gate open in any way. This violates health regulations in Wake County.
- Pets are not allowed in the pool area or pool.
- No Smoking is permitted in pool area
- No diving. Diving in shallow water could result in severe injury.
- Training pants with snug fitting rubber pants (or the newly developed swim diapers) are required for any person not toilet trained. Contamination will cause the pool to close for up to 24 hours while water treatment is conducted.

The following rules and regulations must be followed for the safety and enjoyment of all Brighthurst residents and their guests.

1. Persons under the age of 14 must be accompanied by an adult over 18 years old.

2. Guests must be accompanied by a Brighthurst resident. Residents are responsible for the conduct of guests. There is a maximum of 2 guests per Brighthurst residence.
3. Proper swimming attire is required in the pool. No cutoffs or street clothes.
4. Refrain from using the pool if you have open wounds, sores, or lesions.
5. Please pick up your trash and leave the pool area clean.
6. No heavy or sharp objects, or furniture allowed in the pool.
7. No running or horseplay allowed.
8. No profanity or abusive language. Please keep music at a moderate level.
9. No grills can be brought into the pool area.
10. No skateboards, bicycles, or rollerblades in the pool area.
11. No chewing gum or bubble gum allowed in the pool or on the deck area.
12. Pool toys and floats must be intended for pool use.

IN THE EVENT OF AN EMERGENCY: DIAL 911 IMMEDIATELY!

A phone is located on the pool house for emergencies.

Violations of pool rules and the use of the pool outside operating hours will result in a fine of \$100. Unit owners are ultimately responsible for the fines incurred by their tenants and tenant guests. Unit owners may report rule violations to the community manager by sending the address of the violator and name if possible. Pictures are necessary when enforcing a violation.

[Signatures On Next Page]

CERTIFICATION OF VALIDITY OF AMENDMENT TO
RULES AND REGULATIONS
FOR BRIGHTHURST/BISHOPS RIDGE CONDOMINIUM ASSOCIATION, INC.

By authority of its Board of Directors, Brighthurst/Bishops Ridge Condominium Association, Inc., a North Carolina nonprofit corporation, hereby certifies that the foregoing instrument has been duly approved by the affirmative vote of the Unit Owners holding at least seventy-five percent (75%) of the votes in the Association at a duly called meeting of the membership and is therefore a valid amendment to the rules and regulations of the Brighthurst/Bishops Ridge Condominium.

BRIGHTHURST/BISHOPS RIDGE CONDOMINIUM
ASSOCIATION, INC.,

By: Gregory S. W-Adams
PRESIDENT

ATTEST:

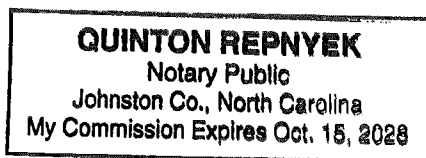
Virginia Gustafson
SECRETARY

STATE OF NORTH CAROLINA
COUNTY OF Wake

ACKNOWLEDGEMENT

I, Quinton Repnyek a Notary Public of the County and State aforesaid, certify that VIRGINIA GUSTAFSON personally came before me this day and acknowledged that he/she is the Secretary of Brighthurst/Bishops Ridge Condominium Association, Inc., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by GREGORY S. WOMACK-ADAMS as its President, sealed with its corporate seal and attested by VIRGINIA GUSTAFSON as its Secretary.

Witness my hand and official stamp or seal, this 15th day of December, 2023.



Quinton Repnyek
NOTARY PUBLIC

Quinton Repnyek
Printed Name

My Commission Expires: 10/15/2028