

DOWNING PARK HOMEOWNER ASSOCIATION, INC.
RULES AND REGULATIONS

>>PROPOSED as of May 16, 2022<<

The Board of Directors has an obligation, under North Carolina Law, to preserve, protect and maintain our community. Rules and Regulations are needed to assist the Board in the preservation of our property, the protection (safety) of all residents and property, and the maintenance of homes and common areas so that appearances and property values are maintained to community standards. The Board is permitted to issue Rules and Regulations under Article VII, Section 7.01.c of The Restated Bylaws of the Association, adopted on January 30, 2013.

The Board will levy Fines of \$50.00 for violations of these Rules and Regulations as well as violations of the Restated Master Declarations and Restated Bylaws, as stipulated in the governing documents consistent with the North Carolina Planned Community Act, Chapter 47-F. Adherence to these Rules and Regulations keeps the community a safe, attractive, and enjoyable place to live. Your cooperation is greatly appreciated.

Definitions for the purpose of this document:

"Board of Directors", "BOARD", "Director", "Downing Park Homeowner Association", "DPHOA", and "Association" are used interchangeably in this document.

"Lease" shall mean a contract between the Owner and a Tenant that conveys the use of a unit to the Tenant for a specified term that is longer than six months for a specified rent.

"Limited Common Element" shall mean a portion of the common elements allocated by the declaration or by operation of G.S. 47C-2-102(2) or (4) for the exclusive use of one or more but fewer than all units.

"Owner" shall mean a person who owns a unit at Downing Park with the legal or rightful title.

"Owner's Lot" shall mean unit structure, parking pad, garage/carport, and grassy areas adjacent to streets, and the distance from the rear of each structure as shown on the original recorded plat.

"Property" shall mean all common areas, unit lots, private roads, and sidewalks.

"Property Manager" and "Management Company" is the contracted management company engaged by the Downing Park Homeowners Association to assist with resident communications, Association accounting, Owner fee accounting, vendor management and payment, annual meeting support, budgeting, etc.

"Resident" shall mean an Owner or Tenant.

"RMD" and "Master Declaration" means the Restated Master Declaration of Covenants, Conditions, and Restrictions for DOWNING PARK a Mixed Property Planned Community Development Comprised of Villas, Townhomes, and a Condominium along with the Restated Condominium Declaration of Covenants, Conditions & Restrictions for DOWNING PARK CONDOMINIUMS which is attached to the RMD.

"Subleasing" shall mean renting all or part of the space to another renter through the original renter.

"Tenant" shall mean an occupant who is leasing from an owner of record and whose name is on file with the Association.

"Visitor" and "Guest" shall mean someone with the Owner's or Tenant's permission, to enter or use a unit.

GENERAL

1. In the case of any conflict between these Rules and Regulations and the governing covenants of the Association, including the Bylaws and Master Declaration, the governing covenants shall control.

2. The purpose of these rules is to maintain aesthetics and curb appeal of properties, maintain property values, prevent identity theft, and to keep vermin and other animals out of trash. These Rules and Regulations apply to all Owners, Tenants, Visitors and Guests.
3. Lots and Units shall be used for residential purposes only. Any commercial use, in whole or in part, is strictly prohibited anywhere in the development.
4. Townhouse Owners shall provide the Property Company with written proof of adequate insurance for their unit annually.
5. All association fees shall be paid to the Management Company by the first day of the month. Interest will be assessed against fees that are unpaid by the end of the month due and for each subsequent month in which they remain unpaid. The Owner will be notified by the fifteenth of the month in which fees are due.

SALES

6. The Owner, Owner's realtor, or Owner's attorney shall notify the Association President and Management Company upon listing a property for sale.
7. Within fifteen (15) days of closing a purchase contract on any unit, it is the Seller's responsibility to notify the Management Company and Association in writing or by email, of the purchaser's name, mailing address, and telephone number.
8. Within fifteen (15) days of closing a purchase contract on any unit and annually thereafter, it is the responsibility of a Town House buyer (new Owner) to provide the Management Company and Association written proof of adequate insurance for the unit.
9. Reasonable fees will be charged to both the Seller/Owner and the Buyer/New Owner to cover Association and Management Company property transfer costs resulting from the sale of property. The costs are:
 - a. The cost of providing copies of the Conditions, Covenants and Restrictions (CC&R's), including Bylaws, Master Declaration, and Rules and Regulations, to the Buyer/New Owner unless they show evidence of having received such. These can be downloaded at no charge from http://www.neighborhoodlink.com/Downing_Park.
 - b. The cost to close the Seller's/Owner's member account by the Management Company including calculation of outstanding fees for the closing. This cost should be included in the closing statement.
 - c. The cost to set up the Buyer's/New Owner's membership account in the web portal and the accounting system by Management Company. This cost should be included in the closing statement.

LEASING/RENTING

10. All leases or rentals shall have a minimum term of six months. At no time may a Lot Owner lease or rent a portion of the family dwelling unit unless the entire family dwelling unit is leased or rented.
11. Listing properties with Airbnb, VRBO, or other short-term rental service is prohibited and will be strictly enforced.
12. Subleasing a unit in full or in part is not allowed and will be strictly enforced.
13. The owner of a leased property shall be responsible for the following:
 - a. Notifying the Association and the Association Management Company in advance of the intent to lease plus the execution of a lease agreement when it occurs.

- b. Providing the Association and Management Company with name and address of Tenant, delegation of right to use common elements to Tenant (unless retained by owner), and duration of the lease.
 - c. Providing Tenant with copies of the Downing Park Association governing documents and all amendments and rules as they are adopted.
 - d. Any infractions or non-compliance committed by the tenant.
14. Every tenant shall in all respects be subject to the terms and conditions of the RMD, By-Laws, and these Rules and Regulations adopted hereunder. In the event of noncompliance by the tenant or his/her guests, all costs associated therewith, including fines and legal fees, will be assessed against the owner and the owner's property.
15. Owners are responsible for assuring that tenants, visitors, and guests abide by these rules.

PARKING

16. To preserve the community's aesthetic appeal and maintain property values, residents are required to park in their driveway or garage if they can. Driveways are intended for parking of unit vehicles only and to be used exclusively to park passenger vehicles (cars, light duty trucks/vans).
17. Overflow parking spots are primarily for temporary parking. ~~Although the HOA has no say on the number of cars residents can own, it can dictate the number of cars one can park in the community. Because parking is limited, residents are restricted to parking no more than two vehicles in the neighborhood and must source parking space for their extra vehicles elsewhere. Downing Park Court is a city street and governed by the City of Brevard.~~ Parking on the street is allowed but should be safe and not obstruct only if vehicular traffic and driveway access is not obstructed and is safe.
- ~~18. Common area parking is for temporary parking of visitor, guest, resident, and service vehicles for periods of less than 12 hours only. Multi day parking is not permitted.~~
- ~~19.~~18. Driveways must be properly maintained and must not be used as storage areas for such things as garbage cans, sports equipment, barbecue grills, potted plants, planters, empty plant pots, plant clippings, boxes, tool storage, etc.
- ~~20.~~19. Violations of the above clauses will result in issuance of violation notices and fines.
- ~~21.~~20. Parking any vehicle on any grassed or lawn area, sidewalks, and grass strips along the roadway, ~~and marked pedestrian crossing~~ is prohibited. ~~Parking any vehicle to block a sidewalk, marked pedestrian crossing, or driveway anywhere is prohibited anywhere in Downing Park and will result in a fine.~~
- ~~22.~~21. Keeping or parking any vehicle anywhere in Downing Park with expired registration or tags, or with one or more flat tires, or which cannot be operated under its own power, or which is in a state of disrepair, or which has been placed upon blocks, jacks, or similar devices is prohibited. The Board, in addition to any other remedies, may invoke the following actions for violations of this clause: (1) issuance of violation notices, (2) towing and storage of vehicle at the expense of its owner, if such owner can be identified, or, if the owner of the vehicle is an Owner, a family member of an Owner or a tenant of any Owner, or is unknown, at the expense of the Owner, or (3) impose fines in accordance with Paragraph 14 of Article IV of the Declaration, or (4) both tow and fine for such violation.
- ~~23.~~22. No boats, trailers, campers, trucks, cars, recreational or commercial vehicles of any kind shall be permitted to park in any unit's carport or parking pad, on the sidewalks, grass, within the Common Areas, or on the street in Downing Park.
- ~~24.~~23. Service vehicles may park in a unit's parking pad, common parking, or on the street during the time of the service call.

APPEARANCE

25:24. Vegetation:

- a. Owners or tenants shall not plant or remove trees or shrubs in front of their unit or within the Common Area without prior Association approval.
- b. Owners are responsible for maintaining the attractive appearance of planting beds, flower pots, and other landscape features around their units and the area under decks and porches. Flowers are permitted provided they are maintained by the owner or tenant to community standards.
- c. Storage of empty/unplanted pots and gardening equipment in the front of units is unsightly and strictly prohibited.
- d. Unit Owner is responsible for weed control in planting beds and for appearance of mulch around unit.
- e. If weeds are permitted to grow unchecked or the appearance of mulch deteriorates, Association may pay the lawn service contractor to correct the problem, with the cost to be borne by unit owner.
- f. Shrubbery will be trimmed annually by lawn service contractor. Owner may choose to trim personally and must notify Board of Directors.

26:25. Improvements: All improvements to units made by Owners with approval of Association, such as carports/garages, screened decks and porches, new or extended decks and stairs, exterior railings and ramps, generators or other equipment, are to be maintained by Owner to community standards.

27:26. Decks: Decks and outside stairs to decks shall be maintained by Owner to community standards.

28:27. Limited Common Elements: Maintenance of Limited Common Elements for the condos and townhomes shall be maintained by the Owner to community standards.

29:28. Owners or tenants shall not leave grills, trash receptacles (except on collection day) or any other personal objects (including clothing) in front of their garage, on the front porch or in the driveway pads. If notified, the owner must remove such objects within one week of notification. Failure to do so will result in a fine to the owner(s). Owners are responsible for all tenants.

30:29. Exterior Lights: No exterior lights, other than attached porch lights, front entrance lights, or small wattage lights marking steps are permitted without prior Association approval.

31:30. Outside communication receivers: Satellite dish type antennas are permitted provided they comply with FCC Regulations, and they are not visible from the front of the unit. No other outside antennas may be erected on Common Area or any Lot or Unit within the Property. No antenna or other device(s) shall be attached to the roof or vinyl siding of any unit. Approval by the Board of Directors must be obtained in advance of installation. Failure to receive prior approval from the Board of Directors may result in removal of antennas at the owner's expense.

32:31. Laundry, Clothing, Shoes, Bedding, Rugs: No drying or airing of laundry, clothing, shoes, bedding, rugs, or other items shall be permitted on any Lot with the Property or Common Area. Further, no laundry, clothing, shoes, bedding, rugs, or other items shall be permitted to be left outdoors on any Lot within the Property or Common Areas. No hanging devices such as lines, reels, poles, frames, etc. may be placed on the Unit or Property.

33:32. Fences: Fences of any kind are prohibited on any Lot or in the Common Area except for those erected by the original developer or the Association. The existing privacy fences must be maintained to Association standards by the owners of the units on which they are located. Fences/Walls at the Property's entrance and those separating Property from our neighbor will be maintained by the Association.

~~34.33.~~ For safety and appearance reasons, the addition of any structure or equipment on land at the rear of units or directly under decks must be approved in advance of installation by Board of Directors. Failure to receive prior approval from the Board of Directors may result in the structure being removed at the owner's expense.

~~35.34.~~ Play equipment such as swings, basketball hoops, trampolines, permanent volleyball courts, etc. are not permitted anywhere on private property.

TRASH

~~36.35.~~ Storage, collection, and disposal of trash shall follow rules set by the Association and the City of Brevard.

~~37.36.~~ Trash and recyclable containers are to be stored out of view, either in garages or, for upstairs condo units only, in the trash shed outside the condos.

~~38.37.~~ Users of the trash shed must keep it orderly with all trash inside appropriate receptacles. **The trash shed shall be used only for storage of trash and recyclables in appropriate receptacles with lids.**

~~39.38.~~ All trash and recyclables must be in containers with appropriate lids so that they cannot be strewn about by wind, birds, vermin, or other animals.

~~40.39.~~ No garbage can, trash, recyclable container, trash bags, or any material is to be put out for collection prior to the day before the next scheduled collection date. All containers are to be removed from street side within 24 hours after collection.

~~41.40.~~ No trash burning of any kind is permitted within the Property boundaries.

ANIMALS

~~42.41.~~ No animals, including livestock and poultry, of any kind may be kept or maintained on any lot or in any unit except for a limit of two (2) normal in-door household pets, such as small dogs or cats. No vicious dogs or feral cats are allowed anywhere on the Property. Up to two (2) pets per unit with a total weight not to exceed 45 pounds per single pet may be kept provided that:

- a. they are kept on a leash and the owner is present whenever they are outside the owner's unit;
- b. they are not permitted to enter upon another Owner's Lot (please see definition of "Owner's Lot") without such owner's explicit permission, and
- c. they are not maintained for breeding or other commercial purposes.

~~43.42.~~ Any pet that is tied outside must not be allowed to encroach on an adjacent Owner's Lot or be left outside overnight so that it becomes a nuisance to other owners. Owners of pets must pick up and remove all solid waste at the time it is left by their pet wherever it occurs. If pet urine causes damage to the pet owner's lawn, shrubs or any other area on the Property, the pet owner will be required to pay for whatever is needed to bring the affected area back to Association standards.

~~44.43.~~ No pet shall be allowed to become a nuisance to other residents by such actions as aggressive behaviors, loud barking, offensive odors, killing of wild animals and birds, or the destruction of the property of others.

~~45.44.~~ ALL pet rules also apply to the pets of anyone visiting any resident. Any Owner who violates these rules, or who allows a visiting pet to violate these rules, is subject to fining and if violations continue, the owner will be required to remove offending pet(s) from the Property.

~~46.45.~~ Feral animals are not to be fed or socialized unless the animal is a dog or cat adopted as a pet to be cared for by Owner and Owner follows the above rules.

~~47.46.~~ In consideration of neighbors, homes and lot sizes, smaller pets are recommended.

NUISANCES

- ~~48~~~~47~~. No commercial business activity of any kind shall be conducted on the Property or on any Lot within the Property.
- ~~49~~~~48~~. No noxious or offensive activity shall be conducted upon any Lot or on the Property nor shall anything be done therein which may become an annoyance or nuisance to any owner in the neighborhood. This includes but is not limited to: loud music (playing of instruments etc.), parties or gatherings.
- ~~50~~~~49~~. Vehicle repairs are not allowed anywhere in Downing Park.
- ~~51~~~~50~~. Estate, yard, and garage sales are prohibited in Downing Park.
- ~~52~~~~51~~. No merchandise or vehicles of any kind shall be permitted to be advertised for sale or sold from the Common Area or from the exterior of an individual unit.
- ~~53~~~~52~~. Drones or any unmanned aerial systems are not allowed to take off, land, or operate in Downing Park.

COMMON AREA/WALKING PATH

- ~~54~~~~53~~. The Association's private streets and walking path are for the sole use of residents and their visitors.
- ~~55~~~~54~~. No bicycles, skateboards or motorized vehicles of any kind are permitted on sidewalks or in Common Areas including grass areas and grass strips along the roadway.
- ~~56~~~~55~~. No hard-ball sports of any kind are permitted in the street or in Common Areas.

SIGNS AND FLAGS

- ~~57~~~~56~~. Except for unit numbers attached to units, no sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any Owner on any portion of the exterior or interior (if visible from the outside) of any Lot or Unit, or on any portion of the Common Area, with the following exceptions:
- a. At its sole discretion, the Board may have signs erected on the Property as it feels necessary for safety, identification, warning, or such other purposes as deemed necessary and appropriate. Owners shall be fined if such signs are removed, run over, defaced, or otherwise tampered with.
 - b. For Sale and For Rent Signs — One sign indicating a unit is for sale or for rent may be placed in a front window of the property, but such sign must be removed as soon as a contract to sell or rent the unit is obtained. No signs of any kind may be placed at the front entrance to the development unless placed there by the Board of Directors of the Homeowner Association or such sign will be removed.
- ~~58~~~~57~~. Flags with a political message or obscene language are prohibited.
- ~~59~~~~58~~. United States flags and North Carolina State flags displayed anywhere on the Property must be flown in accordance with U.S. and North Carolina State flag laws, regulations, and customs. They must also be shown the required respect, and should not be flown at night or in inclement weather.
- ~~60~~~~59~~. Other flags such as seasonal or college flags may be displayed provided they are in good taste.
- ~~61~~~~60~~. One flag mount may be attached to the front or back of the residential structure, if the bracket is secured to a wooden stud or anchored in masonry. No part of the flag can extend 4-feet beyond any eave. The size of the flag cannot exceed 4-ft x 6-ft.