

# Regulations for Brookhaven

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## **INTRODUCTION**

This document, the Regulations for **Brookhaven**, defines and extends some of the rights and authority granted to the Developer and to the Association (when empowered by a partial or total transfer of control of authority from the Developer) by the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for **Brookhaven** (Declaration). Further, this document creates additional Regulations for the entire Community, for the use of lots and Common Areas (if any are dedicated) within entire Community and for the actions and behavior of all property owners, their family members, guests, invitees, licensees and permittees, while residing in and visiting the Community or while using Common Areas and facilities (if any) within the Community. Additional Restrictions and Regulations are set out in the Declaration.

We encourage you to review this document, to familiarize yourself with the Regulations that are set out here and, in the Declaration, as well as the requirements spelled out in the Architectural Guidelines and to embrace the standards established by these three documents as they are intended to help the Association and its homeowners maintain a secure and harmonious environment within the Community.

Capitalized terms used in this document shall have the same meaning as the definitions in the Declaration, as amended, and should there be any conflicts between these Regulations and the Declaration, the Declaration shall control

## **SCOPE OF AUTHORITY GRANTED**

The scope of the authority granted to the Developer and later to the Association, is set out in the Declaration, which encumbers every Lot, road right-of-way and all Common Areas (if any), as well as in the Association's By-Laws. In addition to creating certain specific Restrictions and Regulations, the Declaration authorized the Developer (and later the Association) to create additional Regulations for the Lots, road right-of-way's and Common Areas. The Developer (and later the Association) is also authorized by the Declaration to amend those regulations that the Developer or the Association might create and add to these documents from time to time.

To assure compliance with the Declaration and this document, the Declaration and this document make available to the Developer and the Association, remedies to enforce the Declaration

and any restrictions or Regulations set out in the Declaration or in this document. Additionally, the Declaration defines the Developer's and the Association's authority to waive or grant variances to specific Regulations.

## **VARIANCES**

The Developer or the Association, when empowered, shall have the right to, as determined in its sole discretion, waive or grant temporary or permanent variances to any Regulation set out in this document that are not violations of the Declaration. All variances shall be in writing and shall be specific as to the time period for which it is in effect and the action that is to be allowed. **Nothing herein shall be deemed to allow the Board of Directors to grant variances to any law or ordinance or to the ruling or decision of any governmental body having jurisdiction.**

## **DEVELOPER'S RIGHT TO OVERRIDE**

Until one hundred (100%) percent of the dwellings permitted by the Master Plan have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, the Developer may, in its sole discretion; amend the Regulations of the Association; waive the violation of any Regulation issued by the Association; grant variances to the Regulations of the Association; veto any modifications to the Regulations proposed or implemented by the Association; override any attempt by the Association to enforce or implement the Regulations; and require the Association to enforce and implement any provision of the Regulations.

## **VIOLATIONS: NOTICE, APPEAL AND REMEDIES**

### **NOTICE OF A VIOLATION**

Notice of violation of the of the Declaration and the By-Laws of the Association or of the Regulations of the Association shall be posted on a Lot or written notification from the Developer or the Association shall be sent to the Lot Owner at the address shown in the records of the Association. Notices shall site: the nature of the violation, the corrective actions required, the date of the notice and the deadline for compliance or the time in which the corrective action must be completed and an address for written response from the Lot Owner in violation, if any.

### **APPEAL/RESPONSE TO NOTICE OF VIOLATION**

Except in the case of an emergency, which shall be denoted on any notice of a violation, or as otherwise provided in the Regulations, the By-laws, or the Declaration, Lot Owners shall have a period of seven (7) days from the date of notice indicated upon the notice of a violation (or such other period as stated in the notice) in which to contest the initial finding of the Developer or the Association with respect to a violation, and corrective actions that it may require, or the time frame allowed by the Developer or the Association for completion of the corrective action. Any request for appeal submitted by an Owner shall be in writing and shall be delivered to the location noted on the notice for response prior to 5:00 PM on the seventh (7<sup>th</sup>) day or the date stated in the notice violation.

Upon the appeal of an initial decision of the Developer or the Association by a Lot Owner, the Developer or the Association, when Empowered, shall determine what action by the Lot Owner, if any, is appropriate and warranted and shall notify the lot Owner of its decision providing a timeframe for compliance, if any is required. The decision of the Developer or the Association, when Empowered, shall then be final and may no longer be appealed. Neither the Developer nor the Association, when Empowered is mandated by an appeal to allow additional time for compliance by a Lot Owner, but may do so at its sole discretion.

If the Lot Owner does not submit a written request for appeal of a decision of the Developer or of the Association, when Empowered, within the seven (7) days (or such other period set out in the notice) or does not correct the violation within the time specified in the notice, and if the Developer or the Association, when Empowered, determines that Assessments for Non-compliance and/or corrective action are warranted, the Developer or the Association, when Empowered may take corrective action at the Lot Owner's expense and the Association may levy all appropriate Assessments.

#### REMEDIES FOR NON-COMPLIANCE

In accordance with the Declaration, the Developer or the Association may levy an Assessment for Non-compliance against the Lot of any Lot Owner who fails to comply with a notice of violation from the Developer or the Association. Though some of the other remedies of the Developer and the Association, when Empowered, are more specifically defined in the Declaration and in the By-laws of the Association, upon notice to any Lot Owner, the Developer or the Association, when Empowered, shall have the right to require that any violation of the Declaration, By-laws, the Architectural Guidelines and these Regulations be corrected within a reasonable time frame provided in that notice and, unless otherwise provided in these documents, to take appropriate action to remedy the

violation, including but not limited to any action at law. The cost of that correction, together with the cost of any action such as the cost of any supervision and/or management of these activities taken by the Developer or the Association to insure that this compliance is achieved; any Assessments for Non-Compliance levied by the Association and any collection cost or attorney fees, may then be added by the Association to the Association's continuing lien on that Lot and shall become the personal obligation of the Owner or Co-owner(s) of the Lot.

## **GENERAL REGULATIONS**

### **PROPERTY MAINTENANCE AND USE OF PROPERTY**

Unless otherwise designated in a Supplemental Declaration filed by the Developer for additional phases of the Community, all Lots shall be used for single-family residential purposes only, and no commercial enterprise, business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Developer or the Association, when Empowered . The term "business" shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof. **The Association shall at all times have the authority to determine its sole discretion whether or not an activity falls within the parameters of a commercial enterprise, business or business activity and whether or not that activity requires approval the Association prior to commencing any activity that might conceivably be considered by the Association as a commercial enterprise, business or business activity and if approval is required, to obtain that approval in writing.**

Nothing herein shall prevent the Developer or any builder of homes in the Community approved by Developer from using any Lot owned by Developer of such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in the Community, including the establishment of one or more model homes; or, to the extent allowed by applicable zoning laws, a private office to be maintained in a dwelling located on any of the Lots, subject to any and all conditions established by the approval granted by the Developer or the Association, when Empowered.

Notwithstanding the above, the leasing of a home on a Lot shall not be considered a trade or business within the meaning of this section. Whether or not it is specifically stated in a lease agreement, the Declaration makes all leases subject to the Declaration, By-Laws, the Regulations and the Architectural Guidelines. In addition, the Declaration requires all tenants and their guests to comply with these documents and makes the Lot Owner responsible for providing the tenant with notice of this fact and requirements under these documents and for the actions of the tenant and of their guests.

No garage sale, moving sale, rummage sale or similar activity and trade or business may be conducted in or from any Lot without the approval of the Association, except that an Owner or occupant residing in a Lot may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Structures on the Lot; (b) the business activity conforms to all zoning requirements for the Properties and all other applicable laws and regulations; (c) the business activity does not involve persons coming onto the Lot or into the Properties who do not reside on that Lot or in the Properties or door-to-door solicitation of residents or the Properties in any way; and (d) the business activity is consistent with the residential character of the Properties and does not constitute any sort of nuisance, or create a hazard or offensive use of any type or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Developer or the Association, when Empowered. No signage, advertising or identifying a commercial enterprise, business, or a business activity (including garage sales) may be displayed on a Lot, from a Structure located on a Lot where it is in any way visible outside of that Structure, within any location abutting a private or public road right-of-way within the Properties or within a public road right-of-way abutting the Properties without the approval of the Developer or the Association, when Empowered.

#### LOT OWNER'S RESPONSIBILITY

The Declaration requires that each owner comply with the Regulations. It is the responsibility of each lot/home owner to obtain a copy of these documents, to familiarize themselves with these documents and to require that their family members, guests, invitees, licensees and permittees do so as well. Failure on the part of an owner to acquire or to be provided with a copy of the Declaration, the Architectural Review Guidelines or the Regulations or to review these documents upon receipt does not in any way minimize the rights of the Developer or the Association, when Empowered, to enforce the terms of these documents or relieve an owner of the obligation of that owner, its family, its

guests, its invitees, its licensees or permittees of their obligation to comply with these documents or the regulations set out in them.

### WINDOW TREATMENTS:

Window treatments and blinds that are viewable from the exterior of a home are to be white or off white in color (or as otherwise set out in the Architectural Guidelines) and must be kept in good repair at all times.

### SOLAR:

All Brookhaven HOA solar panel requirement must be met, and approval granted before starting any installation of solar voltaic roof system within Brookhaven Association.

1. All solar panels must be installed on stainless steel rails attached to 4" stainless steel stand-away brackets.
2. All electrical junction boxes must be installed on the rails or attached to panels.
3. No conduit can be run over peak of house.
4. Rigid conduit cannot be run over 6 inches in length before it enters the attic roof or eave.
5. Any conduit penetrating the roof or eave must have flashing installed for each conduit. No conduit can run under eaves on front of home unless this is the only path available.
6. Control boxes and conduit must not be seen from the street.
7. Only one Final single vertical conduit run to main control station is permitted. All other conduit runs must be under eaves or in attic. (All runs must be submitted before installation begins, Drawing or pictures must be submitted with ARC forms)
8. All connections between panels need to be hidden under panels and in a flexible conduit.
9. Photos or architectural drawing with side views of all aspects must be included in packet.
10. All ARC submissions must include: solar panels specification sheets, Warranty Card, roof layout with measured panel placement, conduit path routes.
11. All solar ARC Requests must be accompanied by county building Dept. and electric power company provider approvals.

In the future, as new innovations in solar technology and equipment become available and that are deemed by the Board to be aesthetically acceptable (such as aesthetically acceptable solar shingles), those items may be approvable on a Lot-by-Lot or an item-by-item basis, but again subject to architectural application and approval for each Lot. Currently, applications for roof-mounted solar panels like those described in the first sentence will not be accepted for review.

### UNSIGHTLY OR UNKEMPT CONDITIONS:

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt conditions on their Lot, including the failure to properly install or maintain landscaping. The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. No Lot or Structure on a Lot within the Properties shall be used, in whole or in part, for the storage of any property or thing that will in the sole opinion of the Developer or the Association, cause such Lot or Structure to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the Community or the surrounding property. As set out in the Declaration, all Lot Owners are responsible for the maintenance of landscaping and the removal of debris from their Lot. In addition, whether addressed in the Declaration or not, all Lot Owners shall be responsible for maintenance of landscaping in and for the removal of debris from within the road right-of way abutting their lot.

All exterior porches, patios and other Structures of this type as well as other locations on the lot that can be viewed from another Lot or street are to be kept free and clear of unnecessary debris and clutter. Only outdoor furniture of a type and in a quantity appropriate for use on any Structure of this type shall be used on a permanent basis on these Structures or on the Lot. The authority to determine what type and quantity of furniture is appropriate and what constitutes excessive debris or clutter shall be that of the Developer and of the Association, when Empowered. No appliances shall, at any time, be stored on an exterior porch, patio or other like structure.

#### GARAGE DOORS:

Garage doors are to remain closed at all times when access is not required, with the exception of periods when continued access is required for the completion of a project or activity. In this event, garage doors may not be left open for periods in excess of twelve (12) hours and in no case overnight. The practice of leaving garage doors open for activities and projects for extended periods shall not become frequent, continuous or habitual and the frequency of leaving garage doors open to view from the street shall not constitute a nuisance to other Lot owners in the Community. The determination of what constitutes a nuisance, of what constitutes and acceptable period of time for a garage door to remain open and of what frequency is acceptable shall solely be that of the Developer or the Association.

## GARABAGE AND REFUSE DISPOSAL, GARBAGE CONTAINERS:

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose and which are approved by the Developer or the Association, when Empowered, and screened from public view in a manner acceptable to the Developer or the Association, when Empowered. All equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. No burning of any trash (except as approved by the Developer or the Association, when Empowered) and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any Lot, street or upon any Common Area and all of these areas shall be kept clean at all times. If such litter or materials is found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Developer or the Association, when Empowered. Should the Owner fail to remove the refuse within the period set out in the written notice, the Developer or the Association, when Empowered, shall have the right to see that the refuse is removed by an appropriate party and to have the Association assess the Owner of that Lot for all of the costs associated with that removal, together with any collection costs, which shall become a part of the Association's continuing lien on the lot.

The size, type and storage location of all garbage containers shall be approved by the Developer or the Association, when Empowered. Except on the day of pickup by the garbage collector, all containers shall be located in a garage or in rear yards or side yards, screened or walled from front streets and adjoining properties in a manner approved by the Developer or the Association, when Empowered. Containers shall not remain on the street past 9:00 AM on the morning following pickup.

There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, storm or other drainage system pipes, catch basins, yard drains, stream, pond, lake or on any Lot, street or Common Area within the Properties, except that fertilizers may be applied to landscaping on Lots and in Common Areas, provided care is taken to minimize run-off. For a limited period of time acceptable to the Developer or Association, when Empowered, and subject to additional conditions set by the Association or by a governmental entity or municipality responsible for its removal, where removal of such material is regularly provided by that entity or provider contracted by that governmental entity for its removal, trash and debris acceptable to the Developer or the Association, when Empowered may be placed on the roadside for normal pick up. Upon notice from

the Developer or the Association, when Empowered, that type, quantity, location, condition of the trash or debris is unacceptable or that the time frame that the trash or Debris has or will remain in view is unacceptable, an owner shall remove such trash and debris from view of the street and other Lot Owners or from the Lot if directed to do so by the Developer or the Association, when Empowered.

Each Owner or Builder shall maintain its Lot in a neat and orderly condition throughout initial construction of a residential dwelling and not allow trash and debris from its activities to be carried by the wind or otherwise scattered within the Properties. Each Owner shall keep roadways, easements, swales and other portions of the Properties clear of silt, construction materials and trash from its activities at all times. Trash and debris during initial construction of a residential dwelling shall be contained in a standard size dumpster or other appropriate receptacles and removed regularly from Lot and shall not be burned (except in a manner approved by the Developer or the Association, when Empowered), buried or covered on the Lot. Any Lot on which construction is in progress may be policed prior to each weekend, and during the weekend, all materials shall be neatly stacked or placed and any trash or waste materials shall be removed.

#### COMBUSTIBLE LIQUID:

There shall be no storage of gasoline, propane, heating or other fuels, except for a reasonable amount of fuel that may be stored in containers appropriate for such purpose on each Lot.

#### BEHAVIOR

##### OFFENSIVE ACTIVITIES:

No immoral, improper, noxious, offensive or illegal activities (including, but not limited to vulgar, abusive or otherwise inappropriate language or gestures and indecent exposure, the inappropriateness of all of which shall be the determination of the Developer or the Association, when Empowered) shall be carried on upon any Lot, Common Area or any other portion of the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any of the Owners or Co-owners of other Lots in the Community or any person using any lot or common area within the Properties, as determined by the Developer or the Association, when Empowered, in its sole discretion. There shall not be maintained any plants or animals or device or

thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes or as approved by the Developer or Association, when Empowered, shall be located installed or maintained upon the exterior of any home site unless required by law. Any siren or device for security purposes shall contain a device or system which causes it to shut off automatically. All valid laws, ordinances and regulations of all governmental agencies having jurisdiction shall be observed.

### QUIET ENJOYMENT

The development, construction and sales activities conducted or permitted by the Declarant shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or occupant.

TV's, radios, stereos shall be played at reasonable levels at all times and the same shall not be played so as to be heard outside of the home in which being played between 11:00 PM and 9:00 AM.

### GUNS, WEAPONS AND NOISEMAKERS:

The discharge of firearms on the Properties is prohibited. The term "firearms" includes without limitation devices that make excessive noise or that eject a projectile a distance of more than 15 feet, "B-B" guns, slingshots, firecrackers, and firearms of all types (regardless of size) or any comparable weapons or noisemakers. The Board may impose fines and exercise other enforcement remedies as set forth in this Declaration. Notwithstanding anything to the contrary contained herein, the Declaration or in the By-Laws, the Association shall not be obligated to take action to enforce this Regulation.

### VEHICLES AND PARKING

#### INOPERATIVE AND UNLICENSED VEHICLES, AUTOMOTIVE REPAIRS:

No inoperative or unlicensed vehicles may be parked on a lot except in a garage. No auto maintenance or repairs of a commercial nature (Maintenance or repairs other than on your own vehicle or maintenance or repairs on any vehicle, including your own vehicle, which is of a nature other than minor maintenance or repairs. Minor maintenance and repairs shall be oil changes, belt replacement or general cleaning that do not make the vehicle inoperative for more than two (2) hours

or that may in no way create excessive noise or draw undue attention to the activity) shall be allowed on a lot. No vehicles, of any type, without mufflers shall be allowed on premises.

COMMERCIAL AND RECREATIONAL VEHICLES:

No commercial vehicles, motorcycles, boats or boat trailers, "jet skis", personal water craft or other watercraft, utility trailers, campers, mobile homes, tractors, buses, farm equipment, recreational vehicles, all terrain vehicles, go-carts, mini bikes, motorcycles (except licensed street bikes as determined by the Developer or the Association, when Empowered), scooters, golf carts, other towed vehicles, vehicles on blocks, unlicensed vehicles or similar vehicles (collectively vehicles) may be placed or parked on any street within the Community or on any paved or non-paved area of a Lot or adjacent Lot, unless such vehicle is parked inside a totally enclosed Structure or screened area specifically approved for that purpose by the Authority. Service and delivery vehicles may be parked in the Properties during daylight hours for such periods of time as are reasonably necessary to provide service or to make a delivery within the Properties. This provision shall not apply to the Declarant or to any Builder in the process of constructing approved improvements.

The Declarant and/or the Association may designate certain parking areas within the Properties for recreational vehicles subject to reasonable rules and fees, if any.

PASSENGER VEHICLES:

Subject to the conditions set out in the Regulations, no passenger vehicle may be parked on any portion of a Lot or the Area of Extended Lot Owner Responsibility, specifically landscaped areas, sidewalks and walkways, other than other paved areas designed for that purpose. All passenger vehicles may be parked in garages or on driveways (parking on any portion of sidewalks or walkways is prohibited); if the Developer or the Association, when Empowered, determines that the number of vehicles or their type or condition is not detrimental to the good of the Community or its residents. Parking on the street of any passenger vehicle is strictly prohibited when there is available space in the driveway or garage (use of the garage as a general storage area does not eliminate it from being an "available" parking location).

Where all available driveway and garage spaces are utilized by other vehicles, parking on the street of a passenger vehicle of a lot owner shall not be allowed if it is frequent, habitual or continuous

and parking on the street of a passenger vehicle of a lot owner or of the temporary guest of a lot owner shall only be allowed if it is temporary in nature (less than six (6) hours) and in a manner or location that is neither a nuisance to any other lot owners, unsafe or hazardous to traffic or to persons within the Community. Hazardous and unsafe parking includes the parking of vehicles in any manner that blocks or impedes use of the sidewalks or walkways.

Where all available driveway and garage spaces are utilized by other vehicles, parking on the street of a passenger vehicle of a guest of a lot owner that is actually residing in the home of that lot owner overnight or for a limited period of time (no more than seven (7) days) is permitted, as long as the manner or location are not a nuisance to other lot owners, prohibits use of the sidewalks or walkways, or is deemed by the Association to be unsafe or hazardous to traffic or to persons within the Community. The parking of the vehicle of the guest of a lot owner who is residing in the home of that lot owner overnight or for a longer period shall be permitted as long as the vehicle is not parked on the street for more than twelve (12) hours in any forty-eight (48) hour period or, based then upon special circumstances, only if approved by the Association for longer periods.

An example of parking that would constitute a nuisance to other lot owners would include, but not limited to, blocking or impeding the use of a driveway by another homeowner, or blocking or impeding use of a walkway or sidewalk. Examples of parking in a manner that is unsafe or hazardous shall include, but not be limited to, parking in a manner or location that: interferes with appropriate site-distance for the roadway, is on a hill where visibility is limited, is on a curve where visibility is limited, is near an entrance or intersection or is near a common areas where children might be playing or where other persons might collect on a frequent basis.

No curbside parking areas may be created by expanding any portion of the street pavement without the approval of the Authority.

In all cases the Board of Directors of the Association shall, at its sole discretion, determine what constitutes the proper number and type or condition of vehicles that are appropriate for a lot, a commercial or passenger vehicle, commercial maintenance and repairs, a nuisance to other lot owners, improper parking and unsafe or hazardous parking. **The Association may tow or otherwise remove any vehicle or passenger vehicle parking in violation of this Regulation after notice to the Lot Owner of the violation, immediately in cases of hazard or an emergency or upon the continued violation by that Lot Owner or the Lot Owner's guest, after the initial notice is provided to that Lot Owner.**

## CHILDREN:

Children are always to be supervised by a responsible adult and not left to their own discretion.

## ANIMALS AND PETS:

As further stated in the Declaration, no animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable numbers. The number and type of acceptable household pets may be determined by the Board of the Association from time to time. No animals shall be kept, bred or maintained for commercial purposes and all animals must be properly cared for and kept free of contagious diseases.

All pets shall be reasonably controlled by the owner whenever outside a home and shall be kept in a manner that prevents excessive barking or other acts that would, in the opinion of the Association, constitute a nuisance to other owners in the Community. The owners of the pet shall be responsible for all the pet's actions. If, in the sole opinion of the Board, any animal becomes destructive to wildlife, dangerous or an annoyance or nuisance to the Owners of Lots within the Properties or of a nearby property, such animal shall be removed from the Properties upon notice from the Developer or the Association, when Empowered.

No pet shall be allowed by its owner to roam free (without being contained within a fenced area on the lot or, when not within a fenced area, confined by a leash) or to deposit its feces on the lot of another owner or on a common area. Those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Properties shall be removed by the Owner, upon notice from the Developer or the Association, when Empowered. Any pet may be removed by the Association, if that Owner fails to remove the pet after proper notice from the Association. Should a pet deposit its feces on the lot of another Owner or upon a common are, it shall be the responsibility of the pet's owner or the Owner of the Lot where the pet is kept to immediately remove the feces.

## PLAYGROUNDS AND PLAYGROUND EQUIPMENT:

### EQUIPMENT IN COMMON AREAS:

Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

**BASKETBALL GOALS:**

- a. The goal must be utilized in a manner that does not excessively negatively impact adjoining properties or property owners. At all times, vulgar and/or offensive language is not allowed.
- b. The goal may only be used between the hours of **8:00 AM to 9:30 PM**
- c. Vehicles may be parked in the roadway to allow the use of the goal, only when there is no other reasonable space in the driveway to park them and then only while the goal is in use by residents of the home and their accompanied guests. Vehicles that are moved from the driveway to allow such use shall not be parked in a manner that creates an unacceptable hazard to traffic or that blocks mail service to any box.
- d. The post of the goal must be black in color with a clear or white backboard. For temporary goals, the base must be black.
- e. The goal must at all times be maintained in good condition, including paint on the post, the condition of the backboard, maintenance and replacement of proper netting.
- f. When in use, the location or use of a temporary basketball goal shall not constitute a significant nuisance to other residents or an inappropriate inconvenience to other residents.
- g. The area surrounding the goal and the driveway must be policed and all debris and trash removed. All related paraphernalia, other than the goal itself, must be removed when the goal is not in use.
- h. While variances to their location and use requirements set out herein may in some rare cases be provided, the circumstances surrounding the request for any variance and the reason for providing a variance must be viewed by the Board (or where applicable, by the Architectural Control Authority) as conditions that are significant enough that in the opinion of the Board (or Architectural Control Authority) that, in their sole discretion, they determine that a variance is advisable or necessary. The fact that the criteria set out herein cannot be met due to limited driveway size or to the dimensions, shape or configuration of a lot shall not in itself require the Board or Architectural Control Authority to grant a variance. (See "Variance" section at the beginning of this document.)

**Temporary Basketball Goal Guidelines:**

Temporary basketball goals shall be used in accordance with the following standards:

- a. The goal must at all times be located on a Lot and may never be located and closer than 25' from any roadway.
- b. The goal may never be placed or set up in any manner that causes those using the structure to be in a roadway, including in cul-de-sacs.
- c. Unless otherwise specifically approved by the Association, the structure must be located in an upright position on the side of the driveway (or an approved poured concrete area).
- d. The weighted base of the structure may either be filled with sand or water, but may never be weighted from the outside of the structure.

## **COMMON AREAS**

### **COMMON AREA USE AND MODIFICATION**

All parcels considered to be Common Area are either owned by the Association or the Developer and, as such, are not and will not be owned by the membership of the Association in general or by any individual Member or group of Members. Consistent with its ownership, the use of any portion of Common area is controlled by either the Developer or by the Board of Directors of the Association. Therefore, no Common Area or any Improvements thereon may be used or altered in any way, without the express written authorization of the Developer or the Board of Directors of the Association.

The unauthorized use, alteration, modification or amendment of the Common Area any portion thereof by any Member of the Association or by their guests, family members, permittees, invitees or pets is strictly prohibited. However, the Developer and the Association reserves the right, in its sole discretion, to grant specific easement for the use of Common Area, the authorization for all or specific portion of the Common Area to be used in a specific manner or the limitation of use of a portion of the Common Area shall in no way affect the use of additional portions of the Common Area nor shall it obligate the Developer or the Board of Directors to make similar allowances for or create similar limitations to or easements on any other Common Area or a portion thereof.

The unauthorized use or modification of a Common Area by an Owner, their guest, family members, permittee, invitees or pet(s) shall be deemed a violation of the Regulations and as such, is a violation of the Declaration. As with other violations of the Declaration, an Owner shall be

responsible for the actions or for the failure to act of their guests, family members, permittees, invitees or pets. Upon written notice from the Developer or the Association, an Owner shall immediately cease any unauthorized use or modification of a Common Area, shall cause its guest, family members, permittees, invitees or pet(s) to cease any unauthorized use or modification of a Common Area and shall bring any portion of the Common Area so modified or a) that is comparable to its condition prior to such use or modification, b) that is satisfactory to original condition of that Common Area prior to its use or modification and/or, c) that is compliant with the provisions of any statute or requirement issued by any governmental authority having jurisdiction over such matters.

The Developer or the Association shall at all times have at their disposal: a) all legal remedies under the Law and b) all remedies set out in the Declaration to cause the non-compliant Owner, its guests, family members, invitees or pets to cease any activity that is unauthorized or that, at the sole determination of the Developer or the Board of Directors, falls outside of the limitations set out for the use or modification of a specific Common Area. These remedies shall also be available to cause a non-compliant Owner to bring that improperly used or modified Common Area to a condition that, in the sole opinion of the Developer or the Board of Directors of the Association complies with the paragraph above. Any cost incurred by the Developer or the Association to remedy a violation of this Regulation or to restore any portion of the Common Area to a condition compliant with the above standards, including collection cost and attorney fees shall immediately become the cost of the lot Owner or Owners responsible for the violation and a part of the Association's lien on their lot(s).

## **Brookhaven Homeowners Association Parking Rules**

Addendum to Regulations

Approved February 7, 2020

**All Parking rules adopted past and present are subject to the No Grace Period fines. Parking Fines will be \$100.00 and or towing per reported infraction. The Towing Policy is separate from the Brookhaven Association fining policy in force. Any vehicle towed is at the owner's expense.**

Parking is prohibited in specific places. No signs are required.

Vehicles include a car, truck, trailer, boat, ski, motorcycle, commercial vehicle, watercraft, camper, mobile homes, buses, farm equipment, recreational vehicles, go carts, minibikes, etc.

**No person shall park a vehicle to any of the following places:**

- landscaped areas/grass
- sidewalks
- walkways
- street
- double parking on street
- a nuisance to any other lot owners
- unsafe or hazardous to traffic or to persons
- blocks mail service to any mailbox
- impedes the flow of an emergency vehicles
- cars parked near a driveway (within four foot of either side)

No Owner, Occupant or guest may park in another driveway without written permission from the Homeowner, which permission must be on file with Cedar Management Group.

No inoperative, unlicensed vehicles or abandoned vehicles may be parked on any property or street within the community.

**All Parking rules adopted past and present are subject to the No Grace Period fines. Fine will be \$100.00 and or towing per reported infraction. The Towing Policy is separate from the Brookhaven Association fining policy in force. Any vehicle towed is at the owner's expense.**

## **Brookhaven HOA No Grace Period Violations**

Addendum to Regulations

Approved February 7, 2020

**All No Grace Period Violations will be subject to a \$100.00 fine upon reported infraction.**

**The following infractions qualify for the NO Grace Period Violation:**

### **Rubbish/Trash/Garbage Containers**

- a. Containers may be placed out for collection at the curb by 7:00 a.m. to ensure pick-up on the scheduled trash collection day. The cart must be removed from the curb by 7:30 p.m. of your collection day. (Failure to remove your cart by 7:30 p.m. is a violation of county ordinance).
- b. Yard waste, grass clippings, yard waste in plastic yard bags, tree and bush limbs or any form of yard waste placed at the curb or in yard, must be removed the same day it was placed at the curb or in the yard.

### **Quiet Enjoyment**

The development, construction and sales activities conducted or permitted by the Declarant shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or occupant. TV's, radios, stereos shall be played at reasonable levels at all times and the same shall not be played so as to be heard outside of the home in which being played between 11:00 p.m. and 9:00 a.m.

### **Parking**

All Parking violations listed within Brookhaven covenants and rules

**All No Grace Period Violations (above) will be subject to a \$100.00 fine and or towing upon reported infraction.**

### **Amendments**

These rules may be amended by the Board of Directors at a duly called meeting, as provided in the By-Laws, and shall become effective when notice thereof is delivered to the Homeowners.

# Brookhaven Community HOA Violation and Appeals Process

Addendum to Regulations

Approved February 7, 2020

## Brookhaven Violation Fines and Grace Period Policy

1. Any initial violation issued by the Brookhaven Homeowners Association (HOA) will have a 30-day grace period from the time of violation issuance.
2. Any Homeowner receiving a violation issued by the HOA has 20-days to request an extension to correct the violation. No extension request will be granted after the 20-day period has expired.
3. All extension requests must be in writing by US Post Office or email. The request must be made by the Homeowner of the property that received the violation notice. The request must include the violation, address, extension time amount requested and reason for the extension. Most extension requests will not be granted in excess of a 90-day period.
4. All extension requests will be approved upon a per request basis. Not all requests will be granted.
5. Unless agreed otherwise in writing, after the 30-day violation correction grace period has expired, a \$100.00 fine will be assessed to the Homeowner's account per month until the violation has been corrected.

## Brookhaven HOA Appeal from Violation/Fines

Any person fined ("appellant") may appeal the fine as follows:

Notice of Appeal: By delivering to the Property Manager by mail or email 20-days after the date of delivery or mailing to the appellant, whichever is first in time, of written notice of such fine and/or penalty, a written notice of his or her appeal and the reasons thereof. The delivery of notice of appeal shall not halt the accrual of any ongoing fine imposed for the violation, which is the subject of the appeal. However, the Board of Directors may waive or rescind all or part of such fine for good cause at the time of hearing such appeal.

## Time for Hearing Appeal

All appeals shall be heard at a meeting of the Board of Directors within ninety (90) days after the notice of appeal has been delivered to the Property Manager.

## Procedure

A statement of facts upon which the fine and/or penalty was based shall be delivered or mailed to the appellant at least 10 days before the meeting. At the meeting, the appellant and/or

witnesses on his or her behalf may present his/her defenses and supporting evidence, if any. The Board of Directors may ask other persons to attend and present testimony and the Board of Directors may consider all relevant testimony, evidence and information related to the offense.

## Disposition of Appeal

The Board of Directors shall vote as to whether the fine and/or the amount thereof, and/or the penalty will be affirmed. If less than a majority of the Board of Directors participating to the

meeting vote in the affirmative, the fine and/or penalty shall be rescinded. If a majority of the Board of Directors participating the meeting shall vote to uphold the fine or any portion thereof, that sum shall be remitted by the appellant in full within twenty days of the date that the appellant is delivered or mailed written notice of the decision of the Board of Director upon the appeal. If a majority of the directors participating in the meeting shall vote to uphold the penalty, the penalty shall continue in force.

### **Amendments**

These Rules may be amended by the Board of Directors at a duly called meeting, as provided in the By-Laws, and shall become effective when notice thereof is delivered to the Owners.

### **Submissions information**

Email address:       Violations@MyCMG.com

Mailing Address:

Brookhaven  
C/O Cedar Management Group  
PO Box 26844  
Charlotte, NC 28221

# Brookhaven Community HOA Violation Escalation Process for Habitual Offenders

## Addendum to Regulations

Approved July 12, 2021

The following Escalation process was adopted for the next level of consequence for habitual offences. Each type of violation has its own escalation time frame and consequence. Any of the steps may be implemented as needed. The following escalation process is in addition to any and all fines.

### Violation dealing with Animals

2<sup>nd</sup> consecutive violation Animal Services will be called

### Violations dealing with ARC

30 days ARC application not submitted Rite to Cure\* initiated

### Violations dealing with Exterior Maintenance

3 consecutive violations not corrected

Personal call resolved not resolved

Rite to Cure\* initiated

### Violations dealing with Improper Storage

30 days violation not corrected Rite to Cure\* initiated

### Violations dealing with Lawn Maintenance

#### Not Vacant Home

3 consecutive violations not corrected

Personal contact resolved not resolved

Rite to Cure\* initiated

#### Vacant Home

30 days violation not corrected Rite to Cure\* initiated

### Violations dealing with Vehicles

3 consecutive violations not resolved

Vehicle will be towed at owner's expense

### **\*Right to Cure**

A letter will be mailed to the homeowner stating the violation, date violation needs to be corrected and the amount the HOA will charge the homeowner if the correction is made by the HOA after the stated dated.

**Brookhaven Homeowners Association**  
**Owner/Tenant Check-In/Check-Out Regulations**  
**Adopted 5/1/2022**

- 1. Owners are required to notify Brookhaven Homeowners Association via its agent, of any change in their onsite residency status within seven days of vacating, or moving back to, a home that they continue to own. Failure to notify Brookhaven Homeowners Association via its agent will result in a \$150 fine.**
  
- 2. All Owners are required to notify Brookhaven Homeowners Association via its agent, of any change in renter status within seven days. (Move-in/ lease extension/ Move-Out). Failure to notify Brookhaven Homeowners Association or its agent will result in a \$150 fine.**
  
- 3. All Owners that are renting their property are required to download a current copy of the Brookhaven Homeowners Association New Resident Welcome Packet, to print out the packet and deliver to the new renter at the same time as the keys are provided. This will enable check-in with the Brookhaven Homeowners Association within the required seven days. Owners are required to return welcome backed data sheet, sign tenant acknowledgement forms within 7 days of move-in. Failure by Owner to comply and check in within seven days will result in a \$150 fine to owner.**

# Brookhaven Welcome Packet

## Return Document Check List

Make sure the tenant retains all rules and regulations for future reference. Please have tenant sign, and Owner return, receipt pages with Tenant Data Card to Cedar Management Group.

- Brookhaven Data Card.
- Tenant House Rules receipt page
- Brookhaven Covenants & Restrictions receipt page
- ARC Review Rules and Guidelines Rules receipt page
- Satellite Dish Rules receipt page
- Parking Regulations receipt page

**Please return completed forms within 7 days of tenant move in date**

# Brookhaven Homeowners Association

## CONFIDENTIAL

### TENANT PERSONAL DATA CARD

LOT NO. \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

OWNER NAME \_\_\_\_\_

TENANT NAME \_\_\_\_\_

OFFSITE ADDRESS \_\_\_\_\_

UNIT ADDRESS \_\_\_\_\_

CONTACT PHONE \_\_\_\_\_

TENANT PHONE \_\_\_\_\_

DO YOU HAVE PETS YES \_\_\_\_\_ NO \_\_\_\_\_ PET NUMBER \_\_\_\_\_ DOG \_\_\_\_\_ CAT \_\_\_\_\_

Rental Agent NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

DESCRIPTION \_\_\_\_\_ PHONE NO. \_\_\_\_\_

NOTE: All owners, rental agents, and residents are obligated to abide by the House Rules and regulations at all times. Prompt action will be taken for any violations of these rules.

**Persons to reside in Unit, other than named on other side. (Age if under 18)**

NAME \_\_\_\_\_ NAME \_\_\_\_\_

NAME \_\_\_\_\_ NAME \_\_\_\_\_

In Case of Emergency Call: \_\_\_\_\_ Relationship Phone No. \_\_\_\_\_

**NOTE: This card will be maintained by Brookhaven and used for Emergency and Property Management purposes only. IF ANY RESIDENT NEEDS SPECIAL CARE IN THE EVENT OF AN EMERGENCY, PLEASE MAKE A NOTE NEXT TO THE PERSON'S NAME INTERNAL USE ONLY BELOW THIS LINE**

# Brookhaven Homeowners Association Regulations Acknowledgment

I \_\_\_\_\_ Tenant of \_\_\_\_\_ Legal Homeowner/Legal Agent of  
Home Located in Brookhaven Homeowner Association, unit located at

---

Columbia, SC 29229, have Read and agree to abide by all the Brookhaven Homeowners  
Association Regulations

---

Print Tenant Name

---

Tenant Signature Date

# Brookhaven Architectural Review Guidelines Acknowledgment

I \_\_\_\_\_ Tenant of \_\_\_\_\_ Legal Homeowner/ Legal Agent of  
Home Located in Brookhaven Homeowner Association, unit located at

---

**Columbia, SC 29229, have Read and agree:**

**Not to alter, add to or modify any portion of the outside structure or landscape.**

Any proposed alterations or additions, by homeowner or tenant, must first be submitted by the Legal Homeowner or owner's Legal agent. Legal Homeowner must submit Architectural Review Forms along with all required documents, and receive approval, for tenant, prior to the commencement of any work. Tenant agrees to read and follow all Architectural Review Guidelines submitted / provided by Legal Owner/ Legal Agent.

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**Print Tenant Name**

---

**Tenant Signature Date**

# Brookhaven Homeowners Association Satellite Dish Rules Acknowledgment

I \_\_\_\_\_ Tenant of \_\_\_\_\_ Legal Homeowner/ Agent of  
Legal Home of a Brookhaven Homeowners Association unit located at:

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Columbia, SC 29229 acknowledges that no Satellite dishes may be installed without express permission from the homeowner.

An ARC form must be filled out and turned in by the homeowner before the dish can be installed.

---

Print Tenant Name

---

Tenant Signature Date

Exhibit 1	Covenants	<a href="https://app.mycmq.com/v/6018/61.00/documents">https://app.mycmq.com/v/6018/61.00/documents</a>
Exhibit 2	Regulations	<a href="https://app.mycmq.com/v/6018/61.00/documents">https://app.mycmq.com/v/6018/61.00/documents</a>
Exhibit 3	ARC Guidelines	<a href="https://app.mycmq.com/v/6018/61.00/documents">https://app.mycmq.com/v/6018/61.00/documents</a>

# Brookhaven Community HOA Unmanned Aircraft (DRONE) Policy Addendum to Regulations

Approved 10/10/2022

In 2022, unmanned aircraft, typically known as drones, started to become extremely popular with hobbyist. As a Homeowners Association we strive to protect the privacy and safety of all owners living within the community. These devices now have Federal, State and Local laws regulating their usage and the Brookhaven HOA has been advised by our attorneys and insurance carriers to implement policies concerning the use of drones within the Brookhaven Community. The following are the Rules and Policies governing all types of unmanned aircraft, including drones within the Brookhaven Community. These general rules apply to all owners, family members, guests, and tenants (herein "Residents") in the use of these devices.

## **RULES:**

1. Residents must adhere to all Federal, State and Local laws and regulations concerning the use of unmanned aircraft and/or drones including, but not limited to, the following: the required age for flying such device(s), any testing or licensing required, having a license on their person when in use if required, and continuing to certify for any FAA required tests that are mandated currently and as amended overtime while keeping such licenses up to date. If a certificate is issued, the Resident must carry it when using the drone for any verification of such use of the drone or unmanned aircraft. Unmanned aircraft over .55lbs or 8.8 ounces must be registered with the FAA.
2. A Resident may fly a drone within their property boundaries identified on their Official Recorded Property Survey Plat that is recorded in the Richland County Court of Records, as long as such flying of the device would be for recreational use and for the sole purpose of periodically inspecting their home, lot or home or to take photographs or videos to be used solely for personal purpose. It must maintain flight altitude regulations in accordance with FAA regulations, which means it can go no higher than 400ft. The Resident must be able to demonstrate safe and proper control of the unmanned aircraft and/or drone at all times.
3. No drone, either with or without a camera, can be flown over any other private property or Association Common Property without written permission by the owner of the private property or permission of the Brookhaven Board of Directors if it is over Brookhaven HOA Common Property. Common Property is defined as any property or physical assets or permanent improvements which are owned and maintained by the Brookhaven Association, including but not limited to roadways, landscapes, etc..
4. Owners will be responsible for notifying any Realtor using a drone for recording and imaging their property to be aware of these rules by giving the Realtor a copy of the rules before they start. Owners should be fully aware of what is being recorded, by who, and when the recording is occurring.
5. Under no event is an operator of a drone permitted to invade the privacy of any person(s) by taking photographs or videos of any person, their property, vehicles (privately or commercial) or invade the privacy space of such person(s) on any owner's lot or Brookhaven HOA Common Property.

6. No Resident may operate a drone in any manner that constitutes a danger to persons or property, that constitutes a nuisance, or that harasses, annoys, or disturbs the quiet enjoyment of another person, including without limitation, another owner or their family members, lessees, guests or invitees.
7. Residents flying unmanned aircraft assume all risks and liabilities associated with such activity (including but not limited to liability for injuries to themselves and others, damage to property, claims of invasion of privacy, nuisance, harassment, etc.)
8. Residents or their authorized agents flying unmanned aircraft indemnify, defend and hold harmless the Brookhaven HOA and its directors, officers and other representatives against any claims that may be asserted against them on account of the operator's activities concerning the use of an unmanned aircraft (including but not limited to reasonable attorneys' fees and costs).
9. All drone owners must have insurance covering any damages from drone use. Proof of insurance specifically for drone liability must accompany the application.

**VIOLATION PROCEDURE:**

Since this violation is considered a safety and privacy type of violation, an owner will receive an immediate Violation Notice by email and by US Mail requiring an immediate cure to stop all unauthorized flight of the unmanned aircraft. Further violations to the same owner may result in accrued fines as defined in the Brookhaven HOA Declaration and formal legal action, which may subject the owner to attorney's fees and costs.

**Date of BOD Approved:** 10-10-2022    **Notice Date:** 11-1-2022    **Effective Date:** 11-1-2022