

**RULES AND REGULATIONS
OF
PEBBLE BROOK PROPERTY OWNERS ASSOCIATION**

Effective: November 20, 2018

Pebble Brook is a residential community of 110 households living together in one defined area. To ensure that the community retains its high property value and aesthetic beauty, governing rules and regulations have been established. Per Article VII of the Pebble Brook By-Laws, the Board of Directors is empowered to adopt Rules and Regulations. At this time, the Rules and Regulations have been reviewed and revised by the Pebble Brook Board of Directors and will be enforced as of November 20, 2018. Non-compliance to any of the following sections will be subject to Section IX.

I. Modifications

Residents wishing to modify the exterior structure of their building or grounds must submit a “Modification Request Form” to the Board of Directors for review and approval.

Modifications could include, but are not limited to adding a deck, increasing the size of the deck, adding a tree, adding a flower box, adding a structure to the building, etc. If there is a question as to whether a form is needed, just fill one out and submit it to the Board of Directors for consideration.

- A. The Modification Request Form must be accompanied by:
 - 1. A set of plans showing the proposed modification
 - 2. The materials to be used
 - 3. The name of the contractor
- B. A submission does not guarantee approval and the Board of Directors has the authority to modify or reject any Modification Request. If the Board of Directors approves a homeowner’s modification request, the Board of Directors will provide their written approval to the homeowner.
- C. Many unit owners have added additional plantings in the “original” landscaped areas and gardens. As the Association is responsible for maintaining the plantings in the original landscaped areas, the current unit owner is required to maintain any and all additions to the planting areas of their residential unit. If areas are not being maintained, the Board of Directors will authorize the area to be returned to its original state or maintained regularly. This will be done at the unit owner’s expense (item IX.A).
- D. Any modification completed prior to the date of revision of this document without an approved modification form or not completed according to specifications is subject to revision and/or removal of said modification.

II. **Collection Policy**

- A. Association assessments are due on the first of each month.
- B. If a payment is not received by the 15th of each month, the account is deemed delinquent and a late fee of \$25 will be levied to the account.
- C. The association reserves the right to record a lien against the property on any delinquency in excess of three months with the cost for such action levied to the account.
- D. If a delinquency passes four months the collection will be turned over to the attorney for collections with all collection-related costs (legal fees, court filings fees, etc.) levied to the account.

III. **Notification** – all residential unit owners shall advise the Association in writing of the following:

- A. Names, residence addresses (if different from that of the residential unit owned) and telephone numbers (and other contact information such as email addresses) of all owners, occupants, and all tenants.
- B. Residential unit owners shall provide the Association a certificate of insurance showing physical and liability limits and with the Association named as Additional Insured (as required by the Second Amendment to the Agreement and Declaration of Property Owners Association).
- C. All dogs must be registered with the Association in accordance with the pet Rules and Regulations (item VI.A).
- D. Residential unit owners renting or leasing their unit shall provide the Association with a copy of the executed lease.
- E. All such information provided in accordance herewith shall be updated in writing by each owner within fifteen (15) days, upon the request of the Board of Directors. Failure to comply with said request is subject to the enforcement procedures set forth in the Rules and Regulations (item IX).

IV. **Parking**

- A. Residential parking is not permitted in the common area parking. Exeptional circumstances will be considered by the Board of Directors on a case-by-case basis upon written request. This area is reserved for guests. Residents that abuse this, as determined by the Board, are in violation. Commercial vehicles shall not be parked or stored in the common area.
- B. Any boats, recreational vehicles, motorcycles, golf carts, trailers, or unlicensed vehicles shall be stored at all times within the resident's garage.
- C. Parking on green space and sidewalks is not allowed.

V. Garbage

- A. Trash is to be kept in a covered sanitary container in the unit owner's garage. Trash placed outside on pickup day must be in a covered container or sealed trash bags. Newspapers should be contained in a paper or plastic bag to prevent them from blowing around.
- B. The trash receptacle and recycle bin are to be placed in the garage the same day garbage is picked up.

VI. Pets/Wildlife

- A. All dogs must be registered with the Association. Applications are available from 1st American Management (219-464-3536 x 310 or pbylen@1stpropertymanagers.com).
- B. Breeding of dogs is prohibited.
- C. Dogs must be kept on a leash, held in hand, at all times when out of the residence. Dogs cannot be tethered (by chain, rope, etc.) outside. Dogs shall not urinate/defecate on other residents' lawns; this activity will be allowed only in Common Areas and owner's personal lawn, and cleanup is immediately required. The cost for any damage caused by a dog, will be the dog owner's responsibility.
- D. Residents are limited to one (1) dog per unit, not to exceed 40 pounds. Exceptions may be requested from the Board of Directors in the case of medical service dogs. Dogs that have a propensity for viciousness and/or aggressive behavior, as determined by the Board of Directors, will be removed through legal action.
- E. Any owner, whose dog causes or creates a nuisance, unreasonable disturbance, or excessive noise, will be subject to a violation notice. Upon continued nuisance or excessive noise, the Board of Directors may take legal action to have said pet removed.
- F. No animal shelters, containment pen structures, or exercise run areas (enclosed or open) shall be permitted or erected on any lot or deck.
- G. The feeding of wildlife will be limited to one "Bird Feeder" per residence; this feeder is required to have a catch tray underneath to minimize seeds hitting the ground. No feeders will be allowed in the Common Areas. Thistle seed may not be used in bird feeders.
- H. Broadcasting or throwing of wildlife food or any food is strictly prohibited on the grounds.

VII. Renters

- A. For reasons including transient occupancy, lack of care, and upkeep, the Board discourages the renting or leasing of units as not being in the best interest of the other owners of the Association. Renting or leasing of a unit to a third party for income shall be permitted in the case of hardship. Hardship is defined as a personal or financial situation that without allowing renting or leasing of a unit significant

financial harm shall occur to the owner. Owner must submit a written request to the Board of Directors to rent/lease and supply requested documentation per items III.A and D. Rentals will be capped at 10% of residential units.

- B. Renters are subject to the Association's Rules and Regulations and violations will be directed to the unit owner who will be responsible for rule compliance.

VIII. Miscellaneous

A. Signage

1. For Sale signs are prohibited on all property in Pebble Brook, including townhome windows and the entrances/exits to Pebble Brook.
2. The display of political signage will be permitted within thirty (30) days prior to and five (5) days after an election. The display of political signage must be limited to the confines of the inside of the storm door.
3. All other signage is prohibited.

- B. Garage Sales, unless association sanctioned, are prohibited.

- C. Seasonal decorations are allowed but should be taken down within two weeks following the holiday.

D. Unattached Items

1. Personal items (i.e. basketball backboards, portable swimming pools, swings, etc.) shall not be left or stored overnight on your lawn or in the common areas.
2. No portable/temporary screened enclosures will be allowed.
3. Cost of cleanup or repairs to common areas or lawns associated with unattached items will be charged back to the responsible party.

IX. Enforcement

- A. Reports of violations cannot be submitted anonymously but must be corroborated in the event that a signed deposition is required for a compliance hearing.

- B. To ensure that the Pebble Brook Association retains its high property value, the following procedures will apply for the enforcement of the governing documents:

1. Violation –a written demand to cease and desist from an alleged violation shall be served upon the owner responsible for such violation specifying: (i) The alleged violation; (ii) The action required to abate the violation; and (iii) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

2. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain: (i) The nature of the alleged violation; (ii) The time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (iii) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf; and (iv) The proposed sanction to be imposed.
 3. The hearing shall be held in executive session of the Board pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director, or other individual who delivered such notice. In addition, the notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.
- C. In addition to administrative remedies, legal remedies may include, without limiting the same, an action to recover sums due for damages, injunctive relief, and an action to enforce sanctions imposed by administrative procedure or any combination thereof. The prevailing party shall be entitled to recover the costs of any legal proceeding including reasonable legal fees.

These revised Rules and Regulations were enacted by the Pebble Brook Board of Directors on November 20, 2018, and supersede all previous editions.