



BCC Policies and Community Agreements

In Effect as of January 1, 2024

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Introduction

Bull City Commons Cohousing is a condominium community governed by NC Gen. Stat. § 47C (North Carolina Condominium Act), NC Gen. Stat. § 55A (Nonprofit Corporation Act), and community-specific documents. Under these documents, all unit owners are members of the Bull City Commons Condominium Association (COA) and its governing board. The governing documents—referred to as “Condominium Documents” in the Declaration of Condominium—contain important information about how the COA operates and lay out certain rules pertaining to unit ownership.

The BCC Condominium Documents consist of:

- Declaration of Condominium
- Bylaws
- Articles of Incorporation
- Policies and Community Agreements (*this document*)

Policies

By definition, a Policy is a statement of legally enforceable rules and regulations with a basis in our governing documents and which has been consented to by the Board.

Pages 4-14 contain the current BCC Policies.

Community Agreements

A Community Agreement, while not legally enforceable, is a statement of shared expectations that has been consented to by the Board.

Appendix A contains the current BCC Community Agreements.

Decision Making By Consent Policy

Owner: Governance Circle
Parent Circle: Business Administration



Purpose: To create a policy describing the consent method of decision making by the COA, as required by the Amended and Restated Bylaws of the Bull City Commons Condominium Association

DECISION MAKING BY CONSENT: With respect to decisions to be made by the membership of the Association, the Owners have a common goal of making decisions using a consent model. “Consent” to any matter before the Owners means that no Owner has an “Objection” to the outcome of the deliberation. An “Objection” is a well-reasoned argument that articulates how and why the outcome of the deliberation would have a negative impact upon the Association’s values and goals. The procedure for Consent Decision Making by the Owners shall be established by the Association and shall be a part of the Policies. Notwithstanding the stated goal of using the Consent decision making model for decisions, where the Owners cannot reach a decision by Consent after all reasonable efforts to do so have been exhausted, the minimum vote of the Owners or Board Members, as the case may be, stated in the Condominium Documents shall apply, except and unless North Carolina law mandates a different minimum vote, in which case, the law shall be followed.¹

Policy:

1. Bull City Commons shall make decisions using a consent procedure based on Sociocracy as described in *Many Voices One Song: Shared Power With Sociocracy* (Rau and Koch-Gonzalez, 2018).
2. The procedure for consent decision making involves these steps for proposals introduced to the COA: (1) clarification round(s), where Owners ask questions to be able to fully understand the proposal; (2) reaction round(s), where Owners provide input and express their support or reservations about the proposal; and (3) consent round, where Owners express either support for, or objection to, the proposal. Non-owner residents may participate in proposal clarification and reaction rounds, but not consent rounds.
3. A circle or subcircle will make every reasonable effort to respond to objections, which are well-reasoned arguments that articulate how and why consent to the proposal would have a negative impact upon the Association’s values and goals, rather than simply a personal preference. All reasonable efforts will be made to find a solution to a valid objection (for example, by introducing the concept of “Range of Tolerance - “It’s not my preference, but I can live with it.”²). However, in the event that a decision cannot be reached by consent, a decision may be approved by 51% or more of voting members present in person or by proxy at a meeting where a quorum is present.
4. In the event that a decision involves a subcircle proposing a policy within which its Aims and Domain apply, the subcircle will ask the parent circle for feedback. When a policy is

¹ Bylaws, Article III, Section 8

² Rau, Ted J. and Koch-Gonzalez, Jerry. 2018. p. 84. *Many Voices, One Song*. p.84. *Sociocracy For All*.

being drafted by one of the four main circles (Business Administration, Building & Grounds, Engagement & Outreach, and Community Well-Being), the circle will ask the Steering Circle for feedback. In all cases, a final draft will be presented to the Board for consent.

5. Proxies may be used in the case of an Owner's absence from a meeting where Board decisions are to be made. Proxies, either electronic or hardcopy, must be filed with the Secretary before the appointed time of each meeting. A proxy must be dated, or it is void. A proxy shall be terminated one year after its date, unless the proxy specifies a shorter term.³

³ *Bylaws, Article II, Section 4*

Member and Resident Participation Policy

Owner: Governance Circle
Parent Circle: Business Administration

Purpose: To describe the expectations of members/residents regarding participation in the life and work of the BCC community

Overview: From the Declaration of Condominium, Article III, Section 3.4(s):



“Expectations of Community Members. The Condominium is inhabited by the Community Members and it is expected that such Community Members will take an active role in the life of the community which includes keeping informed of Association decisions, serving on committees, and assuming other tasks as necessary.”

In the BCC community, committees are called “circles.” The community maintains a Task Signup Sheet, accessible on the internal website (*The Hub*), of shared tasks designed to keep the building and grounds clean and functioning. Examples include sweeping stairwells, taking out trash bins, nightly security checks, grounds and garden maintenance, mopping common kitchen, and community workdays.

We recognize that members contribute in different ways and that there may be times when people are more or less active as lives ebb and flow. We expect fairness, not equality. While not everyone will do the same amount of work, we expect all members to be involved.

Policy:

1. Members shall prepare for, attend, and actively participate in the Plenary Circle meetings in addition to at least one other circle or subcircle.
2. Members shall actively participate in the work of the circles and subcircles, some of which is performed by teams and helping circles.
3. In addition, all members/residents shall self-assign, using the Task Signup Sheet, to the building maintenance tasks they will perform, at least one per month. The amount of time or number of tasks a member signs up for will not be tracked. The task management system is transparent to the community.
4. The community does not permit payment as a substitute for active participation, as that would undermine community solidarity and could create inequity.
5. Participation is flexible for members with temporary limitations (ie, swapping of tasks, postponing non-time sensitive tasks, or offering to perform another member’s tasks in order to get the work done). The Plenary determines how flexible the community is toward members with permanent disability limitations.
6. Children’s level of participation is up to the family, not the community.
7. While tenants and housemates are not members of the COA, they are expected to sign up for tasks. They are also encouraged to participate in the non-Plenary circles of their choice (excluding circles whose domain includes finance), where they may join in the discussion and help with circle work but not vote. They will have access to internal online resources, with the level of access determined by the Technology Circle as appropriate.

Parking Policy

Owner: Building & Grounds

Purpose: To document the fair and orderly process for assigning parking spaces



Policy:

1. Our condominium building accommodates exactly twenty-one (21) on-site parking spaces, consisting of eighteen (18) indoor / podium spaces (of which one is ADA compliant), and three (3) outdoor / off-street spaces; whereas the building has twenty-three (23) living units.
2. All units come with the right to one (1) assigned parking space; except that two (2) units were sold without a right to a parking space (Units #203 and #303).
3. Members do not own any physical parking space, but only the right to use one assigned parking space; assignments may change over time as described below. Parking will be in dedicated spaces only.
4. Parking space assignment (and reassignment) will be prioritized in the following order:
 - a. designated ADA space (that will be reserved for a buyer with a demonstrated need for an accessible space);
 - b. appropriate-sized cars for compact spaces;
 - c. physical challenges or limitations of members; and
 - d. seniority (based on the date each household joined BCC).

When a reassignment process is required, the Building & Grounds Circle and the Point of Contact for Parking will work with all members to achieve a satisfactory and equitable outcome.

5. When a unit with a parking space is sold, the new unit owner will be at the end of the seniority list for parking spaces, and a new assignment process will occur as outlined in #4 above. Current members will then have the opportunity, but are not required, to swap their parking space via first right of refusal based on seniority. Additionally, when there are changes related to the guidelines in #4 above (e.g., someone buys a different sized vehicle or becomes disabled and needs easier lobby access), then this can also initiate a reassignment process as described in #4. It should be noted that any new unit buyer will likely be assigned an outdoor parking space as a result of this process.
6. A unit owner (or unit renter with owner approval) with an assigned parking space may: (a) swap spaces with another member, (b) rent her / his space to another member of the Condominium Owners Association (COA), or (c) rent their space directly to the COA. Parking spaces may not be rented to anyone not living in BCC.
7. The COA has also agreed to accommodate convenient podium parking (not in a standard car-size parking space) for one (1) motorized scooter. The owner of Unit #303 currently owns the right to this accommodation.

Pets Policy

Owner: Governance Circle
Parent Circle: Business Administration

Purpose: To further clarify and expand on the provisions regarding pets in our Condominium Documents



Principles:

1. Pets are an important element of a healthy, balanced community, and people have a right to enjoy pets within our community. We welcome the inclusion of pets and value them as teachers and companions.
2. People have a right to live in our community without being inconvenienced, made uncomfortable and/or endangered by pets. Some people are afraid of unleashed dogs and some people are allergic to pets, with a wide range of severity.
3. Pet owners must take primary responsibility to ensure that their pets do not disturb or become a nuisance to others.

Reference: The following definitions and restrictions are quotes from the Declaration of Bull City Commons Condominium (hereafter termed "Declaration"):

Definitions:

"Pet" means a domesticated animal kept for pleasure, rather than utility."
(Declaration, Article I)

"Service Animal" means a working animal trained to assist people with daily living activities." (Declaration, Article I)

Restrictions:

"Pets and Service Animals are welcome in the Condominium subject to the Condominium Documents. Animals that are not Pets or Service Animals are prohibited on the Property. All Community Members shall be bound by the Animal Control Ordinance of the City of Durham, and also be bound by the pet control guidelines established by the Association, which may be stricter than the Animal Control Ordinance of the City of Durham." (Declaration, Article III, Section 3.4(u))

Policy:

The following restrictions on pets will apply:

- 1) All pets should be leashed or in a carrier when in the common areas.
- 2) All pets shall be on a leash or in a carrier when on the outdoor property.
- 3) Pet owners shall pick up feces from their pets and dispose of them in a trash receptacle.
- 4) Any animal that demonstrates nuisance or aggressive behavior toward a member(s) will need to be controlled by the owner or be permanently removed from the premises. Aggressive behavior shall be defined as lunging and/or baring of teeth with apparent intent to bite.

- 5) No animal that has attacked a human or domestic animal without provocation will be welcomed into the community or allowed to stay if it is already in the community.
- 6) Exotic animals, venomous animals, or animals deemed by state law and/or Durham County Ordinance to be dangerous or potentially dangerous animals shall not be allowed in the Condominium.
- 7) If a dog barks excessively, to the point that it disturbs the peace of other members, the dog owner shall take measures to control the barking.
- 8) Pet owners are responsible for repairing any damage done by their pets in the common areas.⁴
- 9) Pet owners shall use veterinary-recommended procedures to assure that all pets are free of pests and communicable diseases.
- 10) The owner of any animal that is required by law to have rabies vaccinations shall keep the rabies vaccination up to date.
- 11) Pets shall not be tied up outside or left on balconies without supervision.

⁴ Declaration, Section 3.3(b)

Unit and Room Rental Policy

Owner: Governance Circle
Parent Circle: Business Administration



Purpose: Because Bull City Commons is a cohousing community, all Units shall be purchased with the intent to be Owner occupied; however, certain situations may warrant the rental of Units or Rooms. This policy clarifies the applicable terms, restrictions, provisions and procedure to obtain written consent.

Reference: Capitalized terms are defined in Article 1 of the Declaration of Bull City Commons Condominium ("Declaration"). Below are a few relevant ones from Article 1:

"Housemate means any non-Owner (whether or not such non-Owner pays rent) that resides in a Unit while the Owner of such Unit also resides in the Unit."

"Tenant means any person that resides in a Unit who has entered into a formal rental agreement with the Unit Owner."

Additionally, the following provisions are quotes from the Declaration:

"Renting of Units and Rooms. All Units shall be purchased with the intent to be Owner occupied; however, certain occasions may warrant the renting of Units or Rooms. Any Owner wishing to rent their Unit or a room within their Unit must first obtain prior written consent from the Board." (Declaration, Section 3.4(t))

"Provisions and Covenants Applicable to Units. ...The acceptance of a deed of conveyance or the entering into of a lease for any portion of the Property or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and any Policies which may be adopted by the Association are accepted and ratified by such Owner, tenant or occupant, and an agreement that such provisions shall be deemed and taken to be covenants running with the Property and shall bind any person having at any time any interest or estate in such Unit as though such provisions were made a part of each and every deed of conveyance or lease." (Declaration, Section 8.3)

"All Users of Property Subject to Declaration. All present or future Unit Owners and any other person that might use the facilities of the Property in any manner, including those who may rent a Unit from the Declarant, are subject to the provisions of the Condominium Documents and any authorized amendments thereto, and the mere acquisition or rental of any of the Units or rooms shall signify that the provisions of the Condominium Documents and any authorized amendment thereto are accepted and ratified." (Declaration, Section 8.5)

Policy:

1. Any Owner who desires to rent their Unit or Room to a Tenant shall apply to the Board or its representative, the Business Administration Circle, for approval of such arrangement. When seeking approval of any leasing arrangement, the Owner shall provide the Board with a copy of the proposed rental agreement one month before the rental period is to begin. The Board may waive this time limit in exceptional circumstances.

2. For Unit Rentals, the Owner shall provide the Board or its representative, the Business Administration Circle, with the Owner's contact information, and a written statement that the Owner(s) intends to return as a full-time resident of the Unit. In all cases, after approval, the Owner(s) shall provide the Board with a copy of the signed final rental agreement.
3. If any Owner rents their Unit or Room to a Tenant without approval by the Board, or its representative, the Business Administration Circle, shall initiate a compliance action with regards to the violation of this policy.
4. Absentee Owners shall maintain contact with the Board, or its representative, the Business Administration Circle, and shall provide a proxy for voting at Condo Owners Association (COA) board meetings.
5. Limits on duration and number of rentals:
 - (a) For Units: A maximum of four Units may be rented at any time. The rental period shall be for at least three (3) months, and not more than two (2) years.
 - (b) For Rooms, a maximum of six (6) Rooms may be rented at any time. The minimum rental period shall be for at least three (3) months.

The Board may adjust the limits of (a) or (b) under extenuating circumstances.

6. Owners may rent their Units for indefinite periods to immediate family members, defined as parents, siblings, and children of the owner. When that immediate family member moves out, the owner must re-occupy their condominium or sell it to another potential cohousing member, subject to all resale policies or community agreements in place at that time.
7. Owners are ultimately responsible for the compliance of their Housemate(s) and/or Tenant(s) with all COA policies and community agreements.
8. The owner(s) of the Unit is responsible for all COA dues and assessments.
9. Eviction procedures and any legal costs of eviction are the responsibility of the Owner(s).
10. The Rental Agreement between the Owner(s) and Tenant shall include the following terms:
 - a. Tenant(s) shall comply with all provisions of the Declaration, Bylaws, Policies, Procedures, and Community Agreements.
 - b. Subletting of the Unit or Room by Tenant(s) is prohibited.
 - c. Tenant(s) understands that they are expected to participate in cohousing tasks.
 - d. The Unit Owner(s) is responsible for violations of the COA Condominium Documents by Tenant.
 - e. Tenant(s) may use the common facilities. If a Tenant wishes to reserve common facilities for private use, the established procedures for reserving and using these facilities must be followed.
 - f. Tenants are encouraged to purchase Renters' Insurance to protect their personal property in the case of damage.

Unit Modifications and Contractor Qualifications Policy

Owner: Modifications Circle

Parent Circle: Building & Grounds



Purpose: Bull City Commons is a “stacked flats” condominium building, with units that share many pipes, ducts and wiring systems. All individual units share a common building structure and systems that both support the needs of individual owners and the building overall. For example, the walls and ceilings of each unit are part of a larger system of columns and beams that support the entire weight of the building. Additionally, there are countless water lines (including sprinkler lines) running in ceilings and walls. Accidental penetration of these lines or a poorly completed plumbing job could create significant water damage in the unit where it happens and also potentially damage many other units. Similar scenarios could occur for the electrical and other systems that serve both individual units and the building at large. Given how interconnected our spaces are, this document lays out policies that will help protect the whole community from accidents and keep potential damage to a minimum.

These policies supplement unit owner restrictions found in the covenants and include other considerations to ensure:

- The building is maintained as well as possible
- All individual unit owners’ property is protected
- All unit owner desires are respected as they "make their unit their own" through physical changes to the unit

Policies Regarding All Maintenance and Physical Changes to Individual Units

A) Expressly Prohibited Activities

Unit owners are expressly prohibited from making any changes that would impair the soundness or safety of the building or would be noxious or offensive or an interference (including noise) to other units. Alteration of common elements is not permitted by unit owners unless required by law.

Certain actions are entirely prohibited. These include but may not be limited to:

- 1) removing partition walls between units,
- 2) adding clothes washing machines inside units.

B) Requirements when Making Changes to Individual Units

Unit Owners may make changes to an individual unit, as long as they don't impair the safety of structural, HVAC, plumbing, or electrical systems within the building. However, prior to making individual unit changes such as piercing through, adding or removing any wall or part of a wall, the Unit Owner must first obtain advance approval by the Modifications Circle, a subcircle of Buildings & Grounds.

The Modifications Circle will evaluate proposed changes with the objective of ensuring that the overall safety of the building is not compromised. It may further seek professional guidance (the

cost of which may be reimbursed by the unit owner) for any improvements made to a Limited Common Element (as defined by our COA covenants) allocated exclusively to a specific Unit.

Further, Owners (or their contractors on their behalf) seeking to make physical changes to their unit must:

- Secure all legally required governmental permits, including, but not limited to building permits, prior to starting work. *Please note that Bull City Commons is classified under NC Building Code as “R-2”, commonly called “commercial”; therefore, permits are required for many items that would not be required in other residential buildings. Our sprinkler system is NFPA 13. Please be sure your contractor obtains a building permit from the City of Durham for any structural, electrical, HVAC, plumbing or other changes requiring a permit under commercial code.*
- Share copies of all the new construction documents, contractor documents, and permits with the Modifications Circle.
- At all times, minimize the disturbance to other Unit Owners during the work. Non-emergency work shall occur between 9 am and 5 pm Monday - Saturday.

The Modifications Circle may ask owners proposing to make physical changes to: • provide for waivers of all mechanics and materialmen’s lien rights which may arise as a result of the alteration;

- Reimburse the Bull City Commons Condominium Association (the Association) for any expenses it incurs, including but not limited to legal, architectural, other consulting fees as a result of physical changes the owner makes to their unit, and any repair or damage to Common Elements or Limited Common Elements.
- Indemnify the Association and all other Unit Owners harmless from the effect of the work including, but not limited to, any damage resulting from any disturbance to, or compromise of, the structural support of the Building;

Unit owners who wish to drill into walls and ceilings must first contact the Modifications Circle. The Circle will 1) provide unit owners with digital pictures of the plumbing behind the sheetrock; 2) guide owners where to safely drill screws/hammer nails and 3) provide (and guidance on use if needed) an advanced technology stud finder to significantly increase the chances of not hitting water or sprinkler lines.

C) Maintenance, Repair or Replacement of Heating, Ventilation, and Air Conditioning Equipment

If a Unit Owner uses a contractor to perform maintenance, repair or replacement of heating, ventilation or air conditioning equipment, they must either (i) use a contractor from the preferred contractor list or (ii) PRIOR to having the work performed, provide the Modifications Circle with evidence of required licensing and insurance for their own contractor. Non-emergency roof access (where our heat pumps are located) must be pre-arranged with the Modifications Circle. If emergency or sudden roof access is required, Owners must use a contractor on the pre-

approved list (described in paragraph D) and immediately contact a member of the Modifications Circle.

All improvements are the sole responsibility of the Unit Owner and the costs of such will be borne entirely by the Unit Owner. The responsibility and cost to maintain, replace, repair, and insure such improvements are the sole responsibility of the Unit Owner. If any such improvements cause damage to the Unit, any other Unit or any of the Common Elements, the cost to repair such damage will be borne by the Unit Owner of the Unit to which the Limited Common Elements are allocated.

D) Standards for all Contractors and Handypersons who Perform Construction or Maintenance Work in the Building

Personnel hired to do any construction or maintenance work in the building must meet the following standards:

- *Be professionals licensed to do work in their respective trades or skilled handypersons.*
- *Carry and show proof of liability insurance of at least \$1 million to the Modifications Circle.*

The Modifications Circle will develop a list of recommended professional handy-persons and skilled tradespeople who are properly licensed and insured to work in the building and share it with the Bull City Commons community of unit owners. It will check references as well as review licenses and insurance for all contractors on the list. Unit owners can recommend additions to this list at any time. Unit owners are strongly advised to pick contractors from this list.

If a unit owner chooses their own contractor, that contractor must meet the licensing and insurance requirements described below. Evidence of such requirements must be provided in an acceptable form to the Modifications Circle before work begins. This may include a certificate of insurance showing Bull City Commons COA listed as an additional insured.

E) Additional Procedures

Additional schedules, timelines, forms and other procedures will be developed and adopted by the Modifications Circle over time to help it facilitate its work.

Appendix A: Community Agreements

Overnight Guest Community Agreement

Owner: Community Well-Being Circle

Purpose: To provide guidance and recommendations when hosting overnight guests at BCC, including those accommodated by another unit owner, in order to ensure a safe and hospitable environment for all.

The following provisions apply to all overnight guests. **Host** refers to the unit owner who is hosting a guest in their unit or in another owner's unit. **Guest** refers to the invitee(s) of a unit owner. **Provider** refers to a unit owner who is providing guest accommodations in their unit.

A. Responsibilities of the host:

1. Provide access to the building.
2. Show the guest where to park and not to park.
3. Introduce the guest to the building and grounds, security and safety systems, and the rules and regulations of our community.
4. Take responsibility for the actions and activities of the guest while visiting the community.
5. Be present when the guest arrives (or arrange to have another BCC member present.) In the event the host is not present during the visit, the host will identify another unit owner to serve as an alternate contact.
6. Introduce the guest to the community prior to arrival via email with the following information:
 - Name of guest(s)
 - Length of stay
 - Photo of guest(s) (optional)

B. Responsibilities of the provider and host:

In the event that an overnight guest's accommodation is provided by another unit owner, the following provisions apply.

1. The provider may ask for a nominal payment for the accommodation, but this is optional.
2. The host is responsible for ensuring the provider receives any agreed-on payment.
3. The provider is responsible for providing access to their unit.
4. The provider is responsible for cleaning the room unless other arrangements have been made with the host.
5. The provider may have other requirements or restrictions which should be communicated in advance.

Level of Care Community Agreement

Owner: Community Well-Being Circle

Purpose: To clarify that BCC is not an Assisted Living Facility

We are a community of active adults who share a desire to create an environment that fosters caring and supportive relationships with each other. Our homes are independently owned, and the community at large provides no formal health care assistance.

Although we are a community group where friends and neighbors help each other in informal ways when life challenges occur, we are not an assisted living community; members must be responsible for their own health care and personal care needs.

Any health care and/or personal care arrangements made between individual members are not the responsibility of the community at large. The community and/or the Condominium Association (COA) cannot be held responsible for any of these informal arrangements.

Communicable Diseases Community Agreement

Owner: Community Well-Being Circle

Purpose: To agree as a community that we will adhere to BCC guidelines for masking, isolation, and quarantining to prevent and manage communicable diseases.

Agreement:

Because our community model of cohousing inherently implies a degree of physical togetherness and because we value the health and well-being of all community members, we are asking that members agree to follow guidelines for masking, isolation, and quarantining, developed by Community Well-Being with the input of people who are knowledgeable in the medical field and following CDC guidelines.

Guidelines for Communicable Diseases

The following provisions relate to infection control actions in BCC common areas:

1. A member, resident, or guest who is not in compliance with current CDC COVID vaccine recommendations may enter the building and use the hallways, stairwells, or elevators to access their units (or their host's units) unmasked. However, when attending any community events in the indoor common spaces, including gatherings in hallways, first floor lobby lounge, second floor kitchen/dining, and multipurpose room, members, residents, and guests who are not in compliance with the current CDC COVID vaccine recommendations are required to wear a mask and keep 6 feet distance.
2. It is the responsibility of the BCC host to make guests aware of the policy, to verify vaccination status, and to provide a quality mask (ie. no cloth or gators) if needed prior to the guest attending a community event. BCC host will be responsible for assuring that the guest wears the mask properly (over nose and mouth).
3. Service providers (anyone who is not a guest or community member who is performing a service in the common areas or in a member's unit) are not required to wear masks in the common areas because they are not in direct contact with members of the community and exposure to them is brief. BCC members may decide whether or not service providers should be masked within their own units.
4. People who have COVID or other communicable diseases will follow CDC Guidelines for quarantining and masking.

Appendix B: Covenants, Conditions, and Restrictions

The covenants, conditions, and restrictions (referred to as CCRs) are defined in the Declaration, Article III, Section 3.4. The CCRs form the basis for additional community-specific policies developed, and consented to, by all members to provide necessary clarification around some of the CCRs (see Policies section of this document).

The next few pages show verbatim the language of the 24 CCRs (paragraphs a to x):

- (a) **Restrictions to Run with Land.** The Declarant hereby declares and affirms that the covenants, conditions and restrictions described herein shall be deemed restrictive covenants running with the land and are imposed as a limitation and burden upon each Unit Owner and upon the Declarant, upon all future Unit Owners, upon Owner's lessees, invitees, permittees, licensees, guests or any other person or entity having any right, title or interest in the Property.
- (b) **Residential nature of Units.** The Units shall be used only for residential, noncommercial purposes; provided, however, this prohibition shall not be interpreted to prevent a Community Member from "working from home" so long as such working from home does not result in customer or client visits or shipping and receiving more intensive than is usual and customary for a residential condominium unit.
- (c) **No day care or group home.** Except to the extent such uses are required by law to be permitted, no Unit may be used for day care or group home purposes.
- (d) **Odors and noise.** No unusual, disturbing or objectionable odor or noise shall be permitted to emanate from any Unit.
- (e) **No sweeping of debris into Common Elements.** No Unit Owner shall sweep or throw any debris, dirt or other substance into any Common Element or from any window or balcony, patio or terrace or permit any other person to engage in such activities.
- (f) **Comply with city, county, state and federal laws.** The Owners shall each comply with all laws, statutes, codes, rules, orders, decrees, ordinance, regulations and requirements, now or hereafter enacted or promulgated by the United States of America, State of North Carolina, the County of Durham, or the City of Durham, and any other entity or agency now or hereafter having jurisdiction over the Property or any portion thereof; and make all payments of taxes and other charges, the nonpayment of which entitles the unpaid party to assert a lien on an Owner's property, or if noncompliance or nonpayment by one Owner with respect to his Unit or any part thereof would subject the other Owner to civil or criminal liability, or would jeopardize the full force or effect of any certificate of occupancy issued for a Unit or for the Building itself or would jeopardize such other Owner's right to occupy or use beneficially his respective Unit or any part thereof, or would result in the imposition of a lien against any other property of an Owner.
- (g) **Owner responsibility for use of Units and consequences.** Each Owner (hereinafter for the purposes of this Section 3.4(g), "Indemnifying Owner")

covenants and agrees, at its sole cost and expense, to indemnify and hold harmless any other Owner, its partners, agents, directors, officers, employees and members (collectively referred to for the purposes of this Section 3.4(g) as the "Indemnitee") from and against any and all claims against Indemnitee for losses, liabilities, damages, judgments, costs and expenses and any actions or proceedings arising therefrom, by or on behalf of any person, firm, corporation or governmental authority, other than the Indemnitee, arising from the Indemnifying Owner's or its permittees' use, possession, or management of the Indemnifying Owner's Unit or activities therein or arising out of the Indemnifying Owner's or its permittees' use, exercise or enjoyment of an easement and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred with respect to any such claim, action or proceeding brought against the Indemnitee by reason of any such claim, Indemnifying Owner, upon notice from Indemnitee, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to Indemnitee. (Any counsel for the insurance company providing insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to Indemnitee.)

- (h) **No negative impact on the Building or Community Members.** No Unit Owner shall do, suffer, or permit to be done, anything in his Unit which would impair the soundness or safety of the Condominium, or which would be noxious or offensive or an interference (including noise) with the peaceful possession and proper use of other Units, or which would require any alteration of or addition to any of the Common Elements (except as required by law), or which would otherwise be in violation of law, or which would cause the insurance rates for the insurance carried by the Association, or by any other Unit Owner on his Unit or personal property kept on the Property, to increase above the commercially reasonable rates available for similar purposes.
- (i) **Emergency access to Units.** In case of any emergency originating in or threatening any Unit, or any portion of the Common Elements, regardless of whether the Owner, any tenant, or their invitees, if any, are present at the time of such emergency, the Board and all managerial personnel shall have the right to authorize access to such Unit and any Common Element or Limited Common Element for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Owner of each Unit, if required by the Association, shall deposit a key to such Unit or Limited Common Element under the control of the Association.
- (j) **Hazardous Substances.** No Owner shall (either with or without negligence) cause or permit the escape, disposal or release of any biologically active or other hazardous substances, or materials (including flammables) or allow the storage or use of such substances or materials anywhere on the Property in any manner not sanctioned by law for the temporary storage and use of such substances or materials. Each Owner shall maintain its Unit so as to comply with all now existing or hereafter enacted or issued statutes, laws, rules, ordinances, orders, permits and regulations of all state, federal, local and other governmental and regulatory authorities, agencies and bodies applicable to the Property pertaining

to environmental matters or regulating, prohibiting or otherwise having to do with asbestos, lead and all other toxic, radioactive, or hazardous wastes or material including, but not limited to, the Federal Clean Air Act, the Federal Water Pollution Control Act, and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as from time to time amended.

- (k) **TV antenna, dish, etc.** Except as permitted by applicable law, including regulations of the Federal Communications Commission, no television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed in the exterior portion of any Unit or to the Common Elements without the express prior written permission of the Association, and no such device shall be attached to or installed on or in any Limited Common Element without the prior written consent of the Unit Owner(s) of Units to which such affected Limited Common Elements are allocated.
- (l) **Garbage and Recycling.** All garbage and items to be recycled shall be placed only in the designated receptacles for pickup by the City of Durham, its agent, or other private contractor.
- (m) **Changes mandated by law.** Declarant or Association may make changes in any Unit or in the Common Elements at any time to meet mandatory requirements of applicable law.
- (n) **Hanging of pictures and shelves.** No Owner shall in any way puncture, tear, cut or otherwise damage the gypsum board which is hung on the perimeter walls and certain ceilings of the Units in violation of the applicable building codes; provided, however, this restriction shall be construed to permit the normal hanging of pictures or shelves.
- (o) **No time share programs.** No interest in any Unit shall be subjected to a time share program, as that term is defined in N.C.G.S. § 93A-41(10).
- (p) **No tobacco smoking.** There shall be no use or smoking of tobacco products in any part of the Condominium, including individual units and Common Elements. This expressly prohibits the smoking of tobacco products by any method, including cigarettes, cigars, pipes, and all other smoking devices.
- (q) **No personal storage in Common Areas.** Unit Owners shall not store anything within or on the Common Elements without the prior approval of the Association; provided, however, that a Unit Owner may store or place things on Limited Common Elements allocated exclusively to his Unit subject to the other provisions of this Declaration. The Association may institute Policies regarding the storage of things within or on the Common Elements.
- (r) **Grilling only per fire codes.** Grilling using charcoal grills, gas grills, other grill type or any open flame device shall be subject to the applicable fire codes.
- (s) **Expectations of Community Members.** The Condominium is inhabited by the Community Members and it is expected that such Community Members will take an active role in the life of the community which includes keeping informed of Association decisions, serving on committees and assuming other tasks as necessary.

- (t) **Renting of Units and Rooms.** All Units shall be purchased with the intent to be Owner occupied; however, certain occasions may warrant the renting of Units or Rooms. Any Owner wishing to rent her Unit or a room within her Unit must first obtain prior written consent from the Board.
- (u) **Pets and Service Animals.** Pets and Service Animals are welcome in the Condominium subject to the Condominium Documents. Animals that are not Pets or Service Animals are prohibited on the Property. All Community Members shall be bound by the Animal Control Ordinance of the City of Durham, and also be bound by the pet control guidelines established by the Association, which may be stricter than the Animal Control Ordinance of the City of Durham.
- (v) **Firearms.** Firearms will not be allowed anywhere in the Condominium. Exceptions to this policy are antique firearms that are not functional.
- (w) **Noise.** The residents of the Bull City Commons Condominium seek to maintain peace and quiet in the Condominium. The City of Durham Noise Ordinance shall bind all Community Members, their guests and invitees. Community Members, guests and invitees shall also be bound by any noise guidelines established by the Association Board, which may be stricter than the City of Durham Noise Ordinance.
- (x) **Special Rules for Signs, Banners, and Flags.**
 - (i) No signs, banners, or flags of any type shall be posted, hung or erected by any Owner or any other person on any part of the Common Elements or displayed from within a Unit • except as permitted by this Section 3.4(x) or by the prior approval of the Association, provided, however, if applicable law prohibits such restrictions, then the posting of signs, banners and flags shall be governed by such law.
 - (ii) “For Sale,” “For Rent” or other similar signs not exceeding two square feet in size for the purpose of marketing the Unit are permitted to be hung in a window for not more than sixty (60) days in any twelve (12) month period.
 - (iii) The display of any flag or banner that is visible from outside the Condominium is subject to the applicable laws.
 - (iv) The display of any flag of the United States of America or of North Carolina is permitted in any Unit so long as the flag is no larger than four feet by six feet. Political signs are permitted to be displayed in any Unit, but no more than forty-five (45) days prior to, nor seven (7) days after, the election. Except as may be permitted by the local ordinances of the City of Durham or the County of Durham, there shall be only one political sign per Unit displayed, and such sign shall not exceed two feet by two feet.