§ 72.01 PARKING PROHIBITED AT ALL TIMES.

No person shall park a vehicle at any time upon any of the streets or parts thereof described in the Parking Prohibited at All Times Parking Schedule, Parking Schedule I, compiled under the direction of the Village Manager and kept on file in the office of the Village Clerk.

(1986 Code, § 7-3.1) Penalty, see § 72.99

§ 72.02 PARKING IN OR NEAR INTERSECTIONS.

It shall be unlawful for any person to park any vehicle in any street right-of-way intersection or upon any public street right-of-way within 30 feet of any street intersection.

(1986 Code, § 7-3.2) Penalty, see § 72.99

§ 72.03 PARKING TIME LIMITED ON CERTAIN STREETS.

No person shall park a vehicle for longer than the time limit shown in the Parking Time Limited on Certain Streets Parking Schedule, Parking Schedule II, compiled under the direction of the Village Manager and kept on file in the office of the Village Clerk, at any time between the hours listed in the schedule of any day upon any of the streets or parts of streets described in Parking Schedule II.

(1986 Code, § 7-3.5) (Ord. 90-14, passed 05-21-1990) Penalty, see § 72.99

§ 72.04 PARALLEL, DIAGONAL AND PERPENDICULAR PARKING ONLY.

(A) No person shall park on any street shown in the Parallel Parking Only Parking Schedule, Parking Schedule III, compiled under the direction of the Village Manager and kept on file in the office of the Village Clerk, unless they park on a parallel basis.

(1986 Code, § 7-3.6)

(B) No person shall park on any street shown in the Diagonal Parking Only Parking Schedule, Parking Schedule IV, compiled under the direction of the Village Manager and kept on file in the office of the Village Clerk, unless they park on a diagonal basis.

(1986 Code, § 7-3.7)

(C) No person shall park on any street shown in the Perpendicular Parking Only Parking Schedule, Parking Schedule VI, compiled under the direction of the Village Manager and kept on file in the office of the Village Clerk, unless they park on a perpendicular basis.

(1986 Code, § 7-3.7)

(D) The Village Manager may provide temporary permission for alternate parking methods in these areas for oversized vehicles, trailers or equipment being used for current permitted construction activities, planned maintenance activities, and other activities where the Manager determines it is in the best interest of the public, tenants, and property owners to permit temporary alternate parking methods. The Village Manager

is authorized to place restrictions they deem appropriate to the specific location and nature of the request.

(E) This section does not apply to unplanned emergency response for repair and maintenance activities. This section does not apply to routine, short-term delivery and pick-up activities. See § 72.08 Loading and Unloading Zones for applicable regulations.

(Ord. 88-15, passed 10-17-1988; Ord. 90-12, passed 04-17-1990; Ord. 90-14, passed 05-21-1990; Ord. 20-15, passed 12-8-2020) Penalty, see § 72.99

§ 72.05 ~~RESERVED.~~ OVERNIGHT PARKING ON RESIDENTIAL STREETS.

(A) No person shall park on any Village street, or within the Village's right-of-way adjacent to any street, that is within or abutting single-family residential zoning (R5, R8, R10, R15, R20, R30 and R210) unless they are parking in Village marked and delineated parking spaces or are parking between the hours of 7:00 am and 11:00 pm. Parking governed by § 72.01, § 72.02, and § 72.03 takes precedence over § 72.05.

(B) This section does not apply to unplanned emergency response for repair and maintenance of disabled vehicles, installation or repair of utilities, or the provision of emergency services.

(C) Penalty, see § 72.99

§ 72.07 PARKING AND STORAGE OF CERTAIN VEHICLES.

(A) *Definitions*. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COMMERCIAL VEHICLE. Any vehicle designed, equipped or used for trade meeting any of the following criteria:

(a) A large vehicle designed for off-road usage such as a bulldozer, front-end loader and similar construction equipment;

(b) A vehicle designed to transport 16 or more passengers; or

(c) A vehicle equipped with external modifications designed to be used in trade including, but not limited to, externally-mounted tools, machinery, equipment, tool or equipment racks.

(1986 Code, § 7-17.2)

OVERSIZED VEHICLE. Any of the following vehicles or any vehicle that is similar in nature to any of the following vehicles: buses, recreational vehicle (RV), campers, box trucks, cargo trucks, truck-tractors, dump trucks and moving vans.

(1986 Code, § 7-17.3)

TRAILER. Any of the following trailers or any trailer that is similar in nature to any of the following trailers: travel trailers, semi-trailers, horse trailers, livestock trailers, commercial trailers, recreational trailers, utility trailers or landscape trailers. All of these ***TRAILERS*** shall include covered varieties as well as open air varieties.

(1986 Code, § 7-17.4)

(B) *Parking and/or storage prohibited.* Commercial vehicles, oversized vehicles and trailers shall not be parked or stored in any residentially zoned districts or on any public right-of-way adjacent thereto unless they are kept within a totally enclosed structure. No vehicles shall be parked or stored for a fee, or for any commercial purpose, on any property in the jurisdiction of the village unless the use of the property for the purpose of parking or storing vehicles for a fee exists on the date of adoption of this section (April 26, 2005), or the use of the property for the parking or storing of vehicles for a fee receives specific approval from the Village Council. The provisions of this section shall not apply to:

(1) Vehicles or equipment being used for current permitted construction activities or engaged in routine pickups, deliveries or similar typical activities;

(2) Vehicles or equipment being used for service activities or in case of emergencies resulting from breakdowns requiring repairs to the vehicle;

(3) Vehicles involved in a governmental purpose and/or performing an emergency function;

(4) Vehicles that are licensed as a school, church or nonprofit organization bus and kept on property owned by the same; or

(5) Vehicles that are incidentally associated with and stored/parked at a permitted or conditional use or legally existing nonconforming use as set forth in the Pinehurst Development Ordinance.

(1986 Code, § 7-17.1)

(C) *Administration and enforcement.* The Chief of Police and the Zoning Enforcement Officer shall be responsible for the administration and enforcement of this section. The Chief of Police shall be responsible for administration and enforcement of this section for situations on public streets and highways within the village, on property owned by the village and in instances of illegal commercial parking of vehicles, or parking or storage of vehicles for a fee, as described in division (B) above. The Chief of Police is authorized to cause the violation of the prohibition of commercial parking or storage of vehicles, for a fee, to cease and desist immediately. The Zoning Enforcement Officer shall be responsible for administration and enforcement of this section for other situations on private property.

(D) Penalty, see § 72.99.

(1986 Code, § 7-17.5)

(Ord. 03-54, passed 11-25-2003; Ord. 05-05, passed 04-26-2005) ~~Penalty, see § 72.99~~

§ 72.99 PENALTY.

(A) Whoever violates any provision of this chapter for which no specific penalty is otherwise provided shall be subject to the provisions of § 70.99.

(B) Violations of the terms of § 72.07 shall subject the violator to the penalties and remedies, either criminal or civil or both, as set forth in § 10.99 of this code. In cases where violations of § 72.07 are committed by a person or persons under contract (rental or otherwise) with the legal owner of the property on which the violation occurs, the property owner is subject to the following civil penalties: notice of civil infraction subject to a maximum penalty of $500 and/or shall be guilty of a Class 3 misdemeanor and subject to a fine of $100 or imprisonment not to exceed 30 days. Civil penalties will start at $100 for the first infraction within a 24-month period, and will escalate by $100 for each subsequent infraction within a 24-month period up to the maximum of $500. For penalty purposes each violation recorded and subsequently abated on any distinct enforcement officer visit shall constitute a separate offense. This provision does not prevent additional penalty enforcement against the person or persons under contract or other code violators on the property (See G.S. § 14-4(a) and § 160A-175). However, violations of the prohibition of commercial parking or storage of vehicles, for a fee, shall be punishable by a fine of $500 per violation, with each day the violation exists constituting a separate and distinct offense.

(C) In order to ensure pedestrian safety, The Police Department or the Village Manager may cause vehicles in violation of § 72.05 to be removed, without notice, at the expense of the owner.

§ 92.01 CERTAIN CONDITIONS DECLARED NUISANCES.

The existence of any of the following conditions on any lot, whether improved or not, or other parcel of land within the corporate limits is hereby declared to be dangerous and prejudicial to the public health or safety and to constitute a public nuisance:

(A) *Growth of weeds and grass.* The uncontrolled growth of noxious weeds or grass, in excess of eight inches, causing or threatening to cause a hazard detrimental to the public health or safety or by the inhabitation therein of rats, mice, snakes or vermin of any kind which is or may be dangerous or prejudicial to the public health;

(B) *Accumulations of animal or vegetable matter.* Any accumulation of animal or vegetable matter that is offensive by virtue of odors or vapors or by the inhabitation therein of rats, mice, snakes or vermin of any kind, which is or may be dangerous or prejudicial to the public health;

(C) *Accumulations of rubbish and the like.* Any accumulation of rubbish, trash or junk causing or threatening to cause a fire hazard, causing or threatening to cause the accumulation of stagnant water or causing or threatening to cause the inhabitation therein of rats, mice, snakes or vermin of any kind which is or may be dangerous or prejudicial to the public health;

(D) *Open storage.* The open storage of any abandoned ice box, refrigerator, stove, glass, building material, building rubbish or similar items, which may be unsightly, or may be dangerous or prejudicial to the public health or public safety;

(E) *Indoor furniture.* Indoor upholstered furniture or upholstered furniture intended for indoor use being stored outdoors causing or threatening to cause a fire hazard, causing or threatening to cause the accumulation of stagnant water or causing or threatening to

cause the inhabitation or infestation therein of rats, mice, snakes, vermin or insects of any kind which is or may be dangerous or prejudicial to the public health;

(F) *Conditions violating Health Department rules.* Any condition detrimental to the public health or public safety, which violates the rules and regulations of the Moore County Health Department;

(G) *Combustible items.* Any accumulation of combustible items such as mattresses, boxes, paper, automobile tires and tubes, garbage, trash, refuse, brush, old clothes, rags, damaged trees, downed or leaning trees or any other combustible materials or objects of a like nature;

(H) *Burned or partially burned buildings and structures.* Any building or other structure which has been burned, partially burned or otherwise partially destroyed and which is unsightly or hazardous to the safety of any person, is a continuing fire hazard or which is structurally unsound to the extent that the Village Building Official can reasonably determine that there is a likelihood of personal or property injury to any person or property entering the premises;

(I) *Damaged structures and resulting debris.* The existence of any of the following conditions associated with damaged structures or their resultant debris shall constitute a public nuisance:

(1) Damaged structure in danger of collapsing;

(2) Damaged structure or debris from damaged structures where it can reasonably be determined that there is a likelihood of personal or property injury; or

(3) Any structure, regardless of condition, or any debris from damaged structure, which is located in whole or in part in a public trust area or public land;

(J) *Structurally deteriorated, or storm damaged automobile service station canopies or other canopies and signs.* Any automobile service station canopy or other canopies, awnings with loose or deteriorated materials or signs with loose, unanchored or missing cladding, or fascia panels prone to progressive collapse, or structurally unsound members damaged by storms, vehicles or deterioration;

(K) *Standing water.* Any man-made condition which allows for standing water on a property which could breed insects or create offensive odors; ~~and~~

(L) *Miscellaneous*. Any other condition that is specified as a nuisance in the village's ordinances and codes.

(1986 Code, § 3-2.1) (Ord. 03-31, passed 06-24-2003) ~~Penalty, see § 10.99~~

§ 92.02 INVESTIGATION OF COMPLAINTS.

The Village Code Enforcement Officer or his or her designee, upon notice from any person of the existence of any of the conditions described in § 92.01, shall cause to be made, by the appropriate county official or village official, any investigation as may be necessary to determine whether conditions exist as to constitute a public nuisance as declared in § 92.01.

(1986 Code, § 3-2.2) (Ord. 03-31, passed 06-24-2003)

§ 92.16 REGULATING UNREASONABLY LOUD, DISTURBING SOUND LEVELS.

(A) *Unlawful sound levels.* It shall be unlawful for any person, or business entity (business entity includes, but is not limited to, a sole proprietorship, limited partnership, limited liability company, and corporation) to create or assist in creating, or to permit, continue, or permit the continuance of any unreasonably loud, disturbing sound levels in the village, taking into consideration volume, duration, frequency, time of day and other characteristics of the sound, unless specifically authorized by the village (see division (C) of this section).

(B) *Prohibited activities.* The following activities, among others, are hereby declared to be unreasonably loud, disturbing sound levels, but the enumeration shall not be deemed to be exclusive:

(1) The playing of any musical instrument or electronic sound amplification equipment in a manner or with such volume, that a sustained noise level of 40 dBs or more between the hours of 10:00 p.m. and 7:00 a.m. or 55 dBs or more at other times can be measured from any nearby residential property (sustained is defined as a continuous measurement over the threshold for at least ten seconds, or at least 15 instances of measurements over the threshold in a 60-second period. When taking measurements, the measuring official will ensure no significant ambient or contributing noise is present, or will measure ambient and contributing noise levels separately when the offending noise is silent so that they can be subtracted);

(2) The keeping of any animal or bird which makes frequent or long continued sounds, that a reasonably prudent person would recognize as likely to unreasonably disturb persons in the vicinity;

(3) The use of any automobile, motorcycle or vehicle so out of repair, so loaded, or in a manner as to create unreasonably loud, disturbing sounds;

(4) The operating of any non-construction business activity in or near any residential area in the village so loud that a sustained noise level of 40 dBs or more between the hours of 10:00 p.m. and 7:00 a.m. or 55 dBs or more at other times can be measured from any nearby residential property (sustained is defined as a continuous measurement over the threshold for at least ten seconds, or at least 15 instances of measurements over the threshold in a 60-second period. When taking measurements, the measuring official will ensure no significant ambient or contributing noise is present, or will measure ambient and contributing noise levels separately when the offending noise is silent so that the can be subtracted);

(5) The creation of unreasonably loud, disturbing sound levels adjacent to any school, educational facility, church or court during their normal operating hours, or within 150 feet of any hospital, which a reasonably prudent person would recognize as likely to unreasonably interfere with the working of the institutions, provided signs are displayed indicating that the area is a school, educational facility, church, court or hospital;

(6) The erection (including excavation), demolition, alteration or repair of any building in any district other than between the hours of 7:00 a.m. and 7:00 p.m. on Monday through Saturday, excluding holidays. This restriction shall not pertain to the following:

(a) Interior work on an occupied dwelling at any time that does not produce noise that a reasonably prudent person would recognize as likely to unreasonably disturb persons on adjacent property or in the vicinity.

(b) Emergency repairs to dwellings or structures that are needed to protect health or property.

(c) On Sundays and holidays, home maintenance and improvement tasks may be performed by home occupants with or without unpaid/un-contracted assistance, between the hours of 10:00 a.m. and 7:00 p.m. using power and hand tools that are generally available for retail sale from home improvement and hardware stores as long as said work does not produce noise that a reasonably prudent person would recognize as likely to unreasonably disturb persons on adjacent property or in the vicinity.

(d) Upon receipt of prior written approval from the Village Planning and Inspections Department, any construction, demolition, alteration or repair not otherwise allowed by this restriction may be performed. This provision is intended to accommodate work that is in the best interests of the village as a whole, as well as work contracted or paid for by a home occupant that must be done on a Sunday or holiday for valid reasons.

(7) The operation of power equipment including but not limited to lawn and garden maintenance equipment, generators (not including home stand-by power generators in operation during periods of utility power outages and test periods) and landscaping construction and maintenance equipment between the hours of 8:00 p.m. and 7:00 a.m.

(8) The use of any electronic sound amplification equipment for advertising, paging or solicitation purposes, except with an appropriate permit; and

(9) The conduct of, or participation in, any recreational activity in a residential district in the village which creates sound levels so loud thata sustained noise level of 40 dBs or more between the hours of 10:00 p.m. and 7:00 a.m. or 55 dBs or more at other times can be measured from any nearby residential property (sustained is defined as a continuous measurement over the threshold for at least ten seconds, or at least 15 instances of measurements over the threshold in a 60-second period. When taking measurements, the measuring official will ensure no significant ambient or contributing noise is present, or will measure ambient and contributing noise levels separately when the offending noise is silent so that they can be subtracted).

(C) *Approval of exceptions.*

(1) Persons wishing to engage in activities other than those involving the erection (including excavation), demolition, alteration or repair of any building prohibited by this section may do so when specific written approval is obtained from the village. Written permission shall not be unreasonably withheld, and may contain appropriate conditions

and restrictions designed to minimize the disruptive impact. Written permission for activities significantly for religious or political purposes shall be granted, subject only to reasonable time, place and manner restrictions. Written permission issued under this section may specify that the permission granted will continue for a stated period or until revoked after actual notice. Persons shall not be held in violation of this section when acting in conformity with permitted conditions, but any permission may be revoked if it is determined that the authorized activity has resulted in generation of unreasonably loud, disturbing sound levels, or significant complaints from residents.

(2) In case permission is denied, written permission is provided with conditions unacceptable to the application, or permission is revoked, the applicant shall be entitled to a prompt, informal hearing with the Village Manager or his or her designee, upon submission of a written request. Any person aggrieved by a matter regulated by this section may submit to the Village Manager written comments, including requests for appropriate relief.

(D) Penalty, see § 92.99

(1986 Code, § 11-2) (Ord. 96-02, passed 01-22-1996; Ord. 05-18, passed 06-07-2005; Ord. 05-22, passed 08-23-2005; Ord. 13-46, passed 11-12-2013; Ord. 13-48, passed 12-10-2013; Ord. 15-17, passed 12-08-2015; Ord. 20-13, passed 10-13-2020)

§ 92.17 PARTY HOUSES.

(A) Large and unruly gatherings at residential properties are prohibited. For the purpose of regulating this prohibited activity, the following shall constitute a large and unruly gathering:

(1) 10 or more people simultaneously present on the residential property, and

(2) Three or more validated offenses among the following types committed within 100 yards of the subject property and within a 24 hour period during which the 10 or more people were present, and committed by persons present at the subject property within that same 24 hour period:

a) Disorderly conduct

b) Serving alcohol to minors or contributing to delinquency of minors

c) Illegal substance use or possession

d) DWI or DUI

e) Violations of § 92.16

f) Assault charges

g) Vandalism charges

h) Urinating or defecating in public

i) Indecent exposure or other lewd conduct constituting a criminal offense

j) Any felony offense charges

(B) Any additional groupings of three or more validated and qualifying offenses during any qualifying 24 hour period, even if it overlaps the 24 hour period for another Party House violation, will constitute an additional violation of § 92.17.

(C) Penalty, see § 92.99.

§ 92.99 PENALTY.

(A) All provisions of § 92.16 will be enforced by the Chief of Police and the Police Department's assigned officers.

(B) Any person, or business entity (business entity includes but is not limited to a sole proprietorship, limited partnership, limited liability company, and corporation) violating any of the provisions of §§ 92.16(B)(1), 92.16(B)(4) and 92.16(B)(9), or failing or neglecting or refusing to comply with the same, shall be issued a notice of civil infraction subject to a maximum penalty of $500 and/or shall be guilty of a Class 3 misdemeanor and subject to a fine of $100 or imprisonment not to exceed 30 days. Civil penalties will start at $100 for the first infraction within a 24-month period, and will escalate by $100 for each subsequent infraction within a 24-month period up to the maximum of $500. For penalty purposes each violation recorded and subsequently abated on any distinct enforcement officer visit shall constitute a separate offense (See G.S. § 14-4(a) and § 160A-175).

(C) In cases where violations of §§ 92.16(B)(1), 92.16(B)(4) and 92.16(B)(9) are committed by a person or persons under contract (rental or otherwise) with the legal owner of the property on which the violation occurs and the legal owner of the property is not present during the offense, the owner is subject to civil penalty under § ~~92.17~~ 92.99(B). This provision does not prevent additional penalty enforcement against the person or persons under contract or other code violators on the property (See G.S. § 14-4(a) and § 160A-175).

(D) Property owners in violation of § 92.17 will be subject to a fine of $1,000 for the first offense. Any subsequent offenses on the same property within 24 months of a previous offense will subject the property owner to a fine of $2,000. Penalties imposed pursuant to § 92.17 do not prevent imposition of penalties for underlying offenses.

(~~D~~E) In all other cases under Chapter 92, violators are subject to penalty, under § 10.99.

§ 130.06 PUBLIC URINATION AND DEFECATION PROHIBITED.

(A) Except in designated restrooms, it shall be unlawful for any person to urinate or defecate on any public place, sidewalk, street, alleyway or right-of-way, or in any public building, or on private property

(B) Having the permission of the real property owner or person in lawful possession of the real property shall constitute an affirmative defense to the charge of urinating or defecating on private property.

(C) Penalty. Any person who violates this section shall be guilty of a Class 3 misdemeanor and shall be fined $500.

§ 153.20 SAFE AND SANITARY MAINTENANCE.

(A) *Exterior foundation, walls, and roofs.* Every foundation wall, exterior wall, and exterior roof shall be substantially weather tight and rodent proof; shall be kept in sound condition and good repair; shall be capable of affording privacy; and shall be safe to use and capable of supporting the load which normal use would cause to be placed thereon. Every exterior wall shall be protected with paint or other protective covering to prevent the entrance or penetration of moisture or the weather.

(B) *Interior floors, walls, and ceilings.* Every floor, interior wall, and ceiling shall be substantially rodent proof; shall be kept in sound condition and good repair; and shall be safe to use and capable of supporting the load which normal use would cause to be placed thereon.

(C) *Windows and doors.* Every window, exterior door, basement, or cellar door and hatchway shall be substantially weather tight, watertight, and rodent proof and shall be kept in sound working condition and good repair.

(D) *Stairs, porches, and appurtenances.* Every outside and inside stair, porch, and any appurtenance thereto shall be safe to use and capable of supporting the load that normal use would cause to be placed thereon and shall be kept in sound condition and good repair.

(E) *Bathroom floors.* Every bathroom floor surface and water closet compartment floor surface shall be constructed and maintained so that it will be reasonably impervious to water and will permit such floor to be easily kept in a clean and sanitary condition.

(F) *Supplied facilities*. Every supplied facility, piece of equipment, or utility which is required under this chapter shall be so constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition.

(G) *Drainage.* Every yard shall be properly graded in order to obtain thorough drainage and to prevent the accumulation of stagnant water.

(H) *Noxious growth.* Every yard and all exterior property areas shall be kept free of noxious growth.

(I) *Egress.* Every dwelling unit shall be provided with adequate means of egress as required by the State Residential Building Code.

(J) *Renter Safety*. Lack of smoke detectors and carbon monoxide detectors in rented or leased (regardless of term) residential properties as required by NCGS 42-42, NCGS 43A-31 or any successor language. Penalty: Property owners who do not correct deficiencies in accordance with this requirement within 30 days of written notification by the Village of Pinehurst will be fined $250 for each offense.

(K) *Penalty*. Unless otherwise specified, the penalty associated with violations of § 153.20 is as specified in §10.99.

STATE OF NORTH CAROLINA

EMPLOYMENT AGREEMENT

COUNTY OF MOORE

THIS AGREEMENT made and entered into this ~~22nd~~ XXXX day of ~~January 2019~~June 2022, by and between the Village of Pinehurst, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "Employer," and Jeffrey M. Sanborn, hereinafter referred to as "Employee", both of whom understand and agree as follows:

W I T N E S S E T H :

WHEREAS, pursuant to North Carolina General Statutes §160A-147 and 160A-148, the Employer desires to continue to employ Employee to serve as the Village Manager of the Village of Pinehurst, North Carolina; and

WHEREAS, Employee desires to continue employment as the Village Manager of the Village of Pinehurst, North Carolina; and

WHEREAS, in his position as Village Manager, Employee will serve at the pleasure of the Village Council of the Village of Pinehurst; and

WHEREAS, it is the desire of the Employer to:

1. Continue to retain the services of Employee and to provide inducement for him to remain in such employment;
2. To make possible full work productivity by assuring Employee's morale and peace of mind with respect to future job security; and
3. To provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties for any reason or when Employer may otherwise desire to terminate his employ.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Effective Date. Employee shall continue the position of, and continue to fulfill the responsibilities, and duties of Village Manager on ~~January 22, 2019~~June XX, 2022.

Section 2. Duties. Employee shall perform all duties of a Village Manager as provided by law consistent with the direction, consent, and authority of the Employer, and any other lawful duties as may be assigned and directed to him from time to time by the Employer.

Section 3. Term. Employer and Employee each agree that this Employment Agreement shall be for a term of five (5) years beyond July 1, ~~2019~~2022, and shall terminate on July 1, ~~2024~~2027. Provided however, this agreement is deemed to be continuing in nature unless and until the Employer or Employee shall terminate it as hereinafter provided. As an employee serving at the will and pleasure of the Employer, it is understood that the Employer may terminate the employment provided for herein at any time, with or without cause.

Section 4. Termination and Severance Pay. At any time after the execution of the contract and in the event Employee is terminated by the Employer without cause other than it being the will and pleasure of the Employer, and the Employee has not violated any of the terms and conditions of employment, and at the time Employee is willing and able to perform his duties under this Agreement, then, in that event, Employer agrees to pay Employee an amount equal to his monthly compensation effective July 1, ~~2019~~ 2022 plus any periodic adjustments made, on a bi-weekly basis, for a period of twelve (12) months or as otherwise extended as set forth below, or until Employee obtains other permanent employment at a rate of compensation equal to or greater than his compensation at termination, whichever occurs first, at which time payments shall cease; provided, however, that in the event that ~~(A) Employee terminates the contract prior to the start date, in that event only, Employer would provide no severance pay or that (B)~~ after the start date if Employee obtains other permanent employment at a rate of compensation which is less than his compensation at termination, Employer agrees to pay Employee an amount equal to the difference in his compensation, on a monthly basis, for a period not to exceed twelve (12) months or as otherwise extended as set forth below from the date of termination or until Employee obtains other permanent employment at a rate of compensation equal to or greater than his compensation at termination, whichever occurs first, at which time payments shall cease. For purposes of this Section 4, the term "compensation" shall include salary plus the monetary value of other fringe benefits for which Employee is eligible, including automobile allowance, cell phone stipend and the monetary value of the monthly premium for employee medical, dental and vision insurance; life insurance; long term disability insurance, including increases in the premiums for all of the aforementioned insurance coverage that may occur during the period, not to exceed twelve (12) months, that Employee receives Severance Pay from Employer; all deferred compensation; Employer contributions to the State of North Carolina 401 (k) Plan and the Local Government Employee's Retirement System ("grossed up" so that Employee receives the net amount that was previously contributed on his behalf in a "pre-tax" manner to the State of North Carolina 401 (k) Plan and the Local Government Employee's Retirement System), and any other benefits (qualified or non-qualified) which may be implemented from time to time during the existence of this agreement. Should any component of said compensation hereafter be amended or increased during the severance period, such change shall apply to Employee as they would to other employees of Employer.

Employer may terminate this Agreement for cause upon the Employee's conviction for a crime directly or indirectly involving his employment (other than a traffic violation), an act of moral turpitude directly and substantially impairing his ability to reasonably perform his duties, an act contrary to his employment involving personal gain to him, or for any act in violation of this Employment Agreement. In that event, Employer shall have no obligation to pay severance in any amount.

Section 5. Disability. If Employee becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of ninety (90) successive days beyond any accrued leave or family or medical leave benefits, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 4 of this Agreement and any rules and/or

regulations imposed by the Local Government Retirement System regarding eligibility for retirement/disability benefits.

Section 6. Salary. Effective July 1, 2022, Employer agrees to pay Employee for his services rendered pursuant hereto an initial annual base salary of ~~$144,279~~165,679, which may be periodically adjusted as provided for herein. Employee will receive payments in installments at the same time as other employees of the Employer are paid.

Section 7. Hours of Work. Because of the unique nature of this employment, it is recognized that Employee will be required to devote considerable time outside the normal office hours of business of the Employer. To the extent practicable, the Employee will be expected and encouraged to adhere to the normal office hours established for the Village.

Section 8. Residency. The Employee shall maintain residency within the Village of Pinehurst during the term of this agreement.

Section 9. Automobile Allowance. Employer agrees to pay an automobile allowance to the Employee in the amount of $~~400~~ 450 per month, which ~~may be adjusted from time to time as Employer and Employee may agree~~will be adjusted according to annual CPI increases effective July 1 of each year. Employer will have no other responsibility for direct or indirect costs of operating an automobile of employee's, or for the regular replacement of the automobile.

Section 10. Travel Expenses. Employee may be reimbursed, or Employer may pay directly, at the election of the Employee, for the actual travel expenses, excluding mileage or fuel costs related to employee's use of his own automobile, of Employee's travel on behalf of Employer.

Section 11. Benefits. All provisions of the Village personnel rules and regulations relating to vacation and sick leave use (excepting accrual rates which are enumerated below), holidays, retirement, Social Security, longevity, cell phone stipend and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee as provided in this Agreement.

Employee shall accrue vacation leave at the rate of four (4) weeks per year and sick leave at the rate of twelve (12) days per year.

Section 12. No Reduction in Benefits. Employer shall not at any time during the term of the Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all employees of the Employer.

In the event Employer reduces the salary, compensation or other financial benefits of Employee in a greater degree than applicable across-the-board reduction for all employees or in the event of Employer's substantial failure, after written notice, to comply with a material provision benefiting Employee herein, then, in that event, Employee may, at his option, be deemed to be "terminated" within the meaning and context of the severance pay provision under Section 4 of this Agreement as of the date of such reduction or such

substantial failure to comply. For purposes of this Section12, Employee shall give Employer written notice of any failure to comply, and Employer shall have ten (10) business days within which to substantially comply with the terms of this Agreement before Employee may deem the Agreement "terminated."

Section 13. Performance Appraisal. At least once annually after adoption of the annual operating budget, but no later than October 1 of each year, the Village Council of the Village of Pinehurst shall conduct with the Employee an evaluation of his work performance during the immediately preceding year and shall provide an adequate opportunity for Employee to discuss his performance with Employer. As a result of this annual performance appraisal, the Employer may award a salary and/or benefits increase or bonus incentive in such amount(s) and to such extent as Employer may determine that it is desirable to do based on the performance appraisal. Said salary and/or benefits increase or bonus shall be effective on July 1, the end of the performance year evaluated. The maximum base salary allowable under this contract will be ~~$150,000~~175,000 adjusted annually by the federally calculated CPI inflation rate starting July 1, ~~2019~~2022. The balance of any Village Council approved salary increase that would result in an annual salary exceeding the CPI adjusted maximum will be paid out as a bonus or as a mutually agreed upon benefit.

Section 14. Notice of Termination. Except as otherwise provided in this Agreement, in the event that Employee accepts other employment or otherwise intends to terminate his services to the Employer, he shall give at least sixty (60) days notice of his intention to do so prior to his last day of employment.

Section 15. Civic Club Membership. Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of one (I) such civic club or organization for which Employer shall pay all expenses. Employee shall report to the Employer on each membership that he has taken out at Employer's expense.

Section 16. Membership and Participation in Professional Organizations. Employer recognizes the desirability of membership and participation in Professional Organizations and continuing education, and Employee is authorized and encouraged to become a member at Employer's expense in the North Carolina City and County Managers Association and the International City and County Managers Association, and to attend their respective conferences and training, and other appropriate and mutually agreed upon training and continuing education at Employer's expense, as approved in the travel and training appropriation of the annual village budget.

Section 17. Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Moore and the State of North Carolina.

Section 18. Headings. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Section 19. General Provisions. This Agreement shall constitute the entire understanding between

the parties and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties. If any provision, or any portion, thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Village Council of the Village of Pinehurst has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by the Clerk, and by the Employee in duplicate originals, on the day and year first above written.

VILLAGE OF PINEHURST

By: _____
~~Nancy R. Fiorillo~~John C. Strickland,
Mayor

ATTEST:

(SEAL)

_____
~~Beth Dunn~~Kelly Chance, Village Clerk

EMPLOYEE:

_____
Jeffrey M. Sanborn

CERTIFICATE OF FINANCE OFFICER:

This instrument has been pre-audited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

_____
Finance Officer

STATE OF NORTH CAROLINA

EMPLOYMENT AGREEMENT

COUNTY OF MOORE

THIS AGREEMENT made and entered into this 14th day of June 2022, by and between the Village of Pinehurst, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "Employer," and Jeffrey M. Sanborn, hereinafter referred to as "Employee", both of whom understand and agree as follows:

W I T N E S S E T H :

WHEREAS, pursuant to North Carolina General Statutes §160A-147 and 160A-148, the Employer desires to continue to employ Employee to serve as the Village Manager of the Village of Pinehurst, North Carolina; and

WHEREAS, Employee desires to continue employment as the Village Manager of the Village of Pinehurst, North Carolina; and

WHEREAS, in his position as Village Manager, Employee will serve at the pleasure of the Village Council of the Village of Pinehurst; and

WHEREAS, it is the desire of the Employer to:

1. Continue to retain the services of Employee and to provide inducement for him to remain in such employment;
2. To make possible full work productivity by assuring Employee's morale and peace of mind with respect to future job security; and
3. To provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties for any reason or when Employer may otherwise desire to terminate his employ.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Effective Date. Employee shall continue the position of, and continue to fulfill the responsibilities, and duties of Village Manager on June 14, 2022.

Section 2. Duties. Employee shall perform all duties of a Village Manager as provided by law consistent with the direction, consent, and authority of the Employer, and any other lawful duties as may be assigned and directed to him from time to time by the Employer.

Section 3. Term. Employer and Employee each agree that this Employment Agreement shall be for a term of five (5) years beyond July 1, 2022, and shall terminate on July 1, 2027. Provided however, this agreement is deemed to be continuing in nature unless and until the Employer or Employee shall terminate it as hereinafter provided. As an employee serving at the will and pleasure of the Employer, it is understood that the Employer may terminate the employment provided for herein at any time, with or without cause.

Section 4. Termination and Severance Pay. At any time after the execution of the contract and in the event Employee is terminated by the Employer without cause other than it being the will and pleasure of the Employer, and the Employee has not violated any of the terms and conditions of employment, and at the time Employee is willing and able to perform his duties under this Agreement, then, in that event, Employer agrees to pay Employee an amount equal to his monthly compensation effective July 1, 2022 plus any periodic adjustments made, on a bi-weekly basis, for a period of twelve (12) months or as otherwise extended as set forth below, or until Employee obtains other permanent employment at a rate of compensation equal to or greater than his compensation at termination, whichever occurs first, at which time payments shall cease; provided, however, that in the event that after the start date if Employee obtains other permanent employment at a rate of compensation which is less than his compensation at termination, Employer agrees to pay Employee an amount equal to the difference in his compensation, on a monthly basis, for a period not to exceed twelve (12) months or as otherwise extended as set forth below from the date of termination or until Employee obtains other permanent employment at a rate of compensation equal to or greater than his compensation at termination, whichever occurs first, at which time payments shall cease. For purposes of this Section 4, the term "compensation" shall include salary plus the monetary value of other fringe benefits for which Employee is eligible, including automobile allowance, cell phone stipend and the monetary value of the monthly premium for employee medical, dental and vision insurance; life insurance; long term disability insurance, including increases in the premiums for all of the aforementioned insurance coverage that may occur during the period, not to exceed twelve (12) months, that Employee receives Severance Pay from Employer; all deferred compensation; Employer contributions to the State of North Carolina 401 (k) Plan and the Local Government Employee's Retirement System ("grossed up" so that Employee receives the net amount that was previously contributed on his behalf in a "pre-tax" manner to the State of North Carolina 401 (k) Plan and the Local Government Employee's Retirement System), and any other benefits (qualified or non-qualified) which may be implemented from time to time during the existence of this agreement. Should any component of said compensation hereafter be amended or increased during the severance period, such change shall apply to Employee as they would to other employees of Employer.

Employer may terminate this Agreement for cause upon the Employee's conviction for a crime directly or indirectly involving his employment (other than a traffic violation), an act of moral turpitude directly and substantially impairing his ability to reasonably perform his duties, an act contrary to his employment involving personal gain to him, or for any act in violation of this Employment Agreement. In that event, Employer shall have no obligation to pay severance in any amount.

Section 5. Disability. If Employee becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of ninety (90) successive days beyond any accrued leave or family or medical leave benefits, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 4 of this Agreement and any rules and/or regulations imposed by the Local Government Retirement System regarding eligibility for retirement/disability

benefits.

Section 6. Salary. Effective July 1, 2022, Employer agrees to pay Employee for his services rendered pursuant hereto an initial annual base salary of $165,679, which may be periodically adjusted as provided for herein. Employee will receive payments in installments at the same time as other employees of the Employer are paid.

Section 7. Hours of Work. Because of the unique nature of this employment, it is recognized that Employee will be required to devote considerable time outside the normal office hours of business of the Employer. To the extent practicable, the Employee will be expected and encouraged to adhere to the normal office hours established for the Village.

Section 8. Residency. The Employee shall maintain residency within the Village of Pinehurst during the term of this agreement.

Section 9. Automobile Allowance. Employer agrees to pay an automobile allowance to the Employee in the amount of $450 per month, which will be adjusted according to annual CPI increases effective July 1 of each year. Employer will have no other responsibility for direct or indirect costs of operating an automobile of employee's, or for the regular replacement of the automobile.

Section 10. Travel Expenses. Employee may be reimbursed, or Employer may pay directly, at the election of the Employee, for the actual travel expenses, excluding mileage or fuel costs related to employee's use of his own automobile, of Employee's travel on behalf of Employer.

Section 11. Benefits. All provisions of the Village personnel rules and regulations relating to vacation and sick leave use (excepting accrual rates which are enumerated below), holidays, retirement, Social Security, longevity, cell phone stipend and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee as provided in this Agreement.

Employee shall accrue vacation leave at the rate of four (4) weeks per year and sick leave at the rate of twelve (12) days per year.

Section 12. No Reduction in Benefits. Employer shall not at any time during the term of the Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all employees of the Employer.

In the event Employer reduces the salary, compensation or other financial benefits of Employee in a greater degree than applicable across-the-board reduction for all employees or in the event of Employer's substantial failure, after written notice, to comply with a material provision benefiting Employee herein, then, in that event, Employee may, at his option, be deemed to be "terminated" within the meaning and context of the severance pay provision under Section 4 of this Agreement as of the date of such reduction or such substantial failure to comply. For purposes of this Section12, Employee shall give Employer written notice of any failure to comply, and Employer shall have ten (10) business days within which to substantially comply

with the terms of this Agreement before Employee may deem the Agreement "terminated."

Section 13. Performance Appraisal. At least once annually after adoption of the annual operating budget, but no later than October 1 of each year, the Village Council of the Village of Pinehurst shall conduct with the Employee an evaluation of his work performance during the immediately preceding year and shall provide an adequate opportunity for Employee to discuss his performance with Employer. As a result of this annual performance appraisal, the Employer may award a salary and/or benefits increase or bonus incentive in such amount(s) and to such extent as Employer may determine that it is desirable to do based on the performance appraisal. Said salary and/or benefits increase or bonus shall be effective on July 1, the end of the performance year evaluated. The maximum base salary allowable under this contract will be $175,000 adjusted annually by the federally calculated CPI inflation rate starting July 1, 2022. The balance of any Village Council approved salary increase that would result in an annual salary exceeding the CPI adjusted maximum will be paid out as a bonus or as a mutually agreed upon benefit.

Section 14. Notice of Termination. Except as otherwise provided in this Agreement, in the event that Employee accepts other employment or otherwise intends to terminate his services to the Employer, he shall give at least sixty (60) days notice of his intention to do so prior to his last day of employment.

Section 15. Civic Club Membership. Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of one (I) such civic club or organization for which Employer shall pay all expenses. Employee shall report to the Employer on each membership that he has taken out at Employer's expense.

Section 16. Membership and Participation in Professional Organizations. Employer recognizes the desirability of membership and participation in Professional Organizations and continuing education, and Employee is authorized and encouraged to become a member at Employer's expense in the North Carolina City and County Managers Association and the International City and County Managers Association, and to attend their respective conferences and training, and other appropriate and mutually agreed upon training and continuing education at Employer's expense, as approved in the travel and training appropriation of the annual village budget.

Section 17. Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Moore and the State of North Carolina.

Section 18. Headings. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Section 19. General Provisions. This Agreement shall constitute the entire understanding between the parties and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties. If any provision, or any portion, thereof,

contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Village Council of the Village of Pinehurst has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by the Clerk, and by the Employee in duplicate originals, on the day and year first above written.

VILLAGE OF PINEHURST

By: _____
John C. Strickland, Mayor

ATTEST:

(SEAL)

_____
Kelly Chance, Village Clerk

EMPLOYEE:

_____
Jeffrey M. Sanborn

CERTIFICATE OF FINANCE OFFICER:

This instrument has been pre-audited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

_____
Finance Officer

A TEXT AMENDMENT TO THE PINEHURST DEVELOPMENT ORDINANCE PROHIBITING THE OPERATION OF SHORT TERM RENTAL PROPERTIES IN ALL SINGLE FAMILY RESIDENTIAL ZONING DISTRICTS, CREATING AN AMORTIZATION PERIOD FOR ALL RESULTING NON-CONFORMING USES, AND ESTABLISHING SAFETY REQUIREMENTS AND REGULATIONS GOVERNING THE OPERATION OF SHORT TERM RENTAL PROPERTIES IN SINGLE FAMILY RESIDENTIAL DISTRICTS DURING THE AMORTIZATION PERIOD, AND CONTINUOUSLY THEREAFTER IN ALL OTHER ZONING DISTRICTS IN THE VILLAGE OF PINEHURST

CHAPTER __ SHORT TERM RENTALS

Preamble

WHEREAS, the Vision Statement of the Village of Pinehurst provides: "The Village of Pinehurst is a charming, vibrant community that reflects our rich history and traditions;" and

WHEREAS, in its Comprehensive Plan, adopted in October 2019, the Village of Pinehurst has established Guiding Principles to expand upon the Vision Statement and further clarify the goals of the community around specific topics critical to preserving and enhancing the high quality of life in Pinehurst; and

WHEREAS, These Principles embody the Village's core philosophy of embracing and celebrating Pinehurst's history; and

WHEREAS, Guiding Principal No. 1 in the 2019 Comprehensive Plan provides that Pinehurst shall retain the small-town charm, scale, and character of the community to ensure a high quality of life, and celebrate and preserve the historic Village and traditions that make Pinehurst desirable and unique; and

WHEREAS, Guiding Principle No. 3 in the Comprehensive Plan provides that Pinehurst shall protect and enhance the quality and character of existing residential neighborhoods; and

WHEREAS, Section 160A-174 of the North Carolina General Statutes empowers local government to, by ordinance, define, prohibit, regulate, or abate acts, omissions, or conditions detrimental to health, safety or welfare of its citizens and the peace and dignity of community, and may define and abate nuisances; and

WHEREAS, Section 160D-701 of the North Carolina General Statutes provides: "Zoning regulation shall be made [by local governments] in accordance with a comprehensive plan and shall be designed to promote the public health, safety, and general welfare. To that end, the regulations may address, among other things, the following public purposes: to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to lessen congestion in the streets; to secure safety from fire, panic, and dangers; to facilitate the efficient and adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and to promote the health, safety, morals, or general welfare of the community. The regulations shall be made with reasonable consideration, among other things, as to the character of the district and its peculiar suitability for particular uses and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the local government's planning and development regulation jurisdiction;" and

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WHEREAS. Pursuant to the foregoing, Pinehurst has enacted the Pinehurst Development Ordinance ("PDO"), one of the goals of which is to "Preserve and enhance Pinehurst's residential neighborhoods while addressing the housing needs of current and future residents;" and

WHEREAS, a "short term rental" is the practice whereby the whole of a Dwelling (as that term is defined in the PDO) is rented to a third party unrelated to the Owner (hereinafter defined), and in the absence of the Owner. The term "Short term rental" is not defined in the PDO, and "short term rental" does not appear as a permitted use under the Table of Permitted and Special Uses and Special Requirements set forth in Section 8.5.1(a) of the PDO. Short term rentals were generally operated on a seasonal basis by a modest number of property owners in Pinehurst. Such activity remained modest and stable since before the incorporation of the Village and to that extent did not have a material adverse effect on the health, safety, atmosphere, character or culture of the single family neighborhoods in which they were located; and

WHEREAS, the aforementioned modest and stable short term rental activity in Pinehurst and around the country has, in the last several years, evolved into a large-scale commercial industry; and

WHEREAS, growing, significant numbers of Single Family Dwellings (hereinafter defined) have commenced rental operation in Single Family Residential Zoning Districts (hereinafter defined) which districts were planned, approved and constructed for single family occupancy by permanent residents, or as second homes; and

WHEREAS, these rental properties are often altered or constructed to increase tenant capacity, parking and impervious surfaces, recreational activities, etc., in ways that are inconsistent with the notion of family occupancy, and that more closely resemble commercial lodging businesses such as hotels, motels and resort properties; and

WHEREAS the commercial short term rental industry engages in internet-based marketing of these properties to the general public on a large scale, national basis, using Short Term Rental Hosting Platforms (hereinafter defined); and

WHEREAS, as a result of the foregoing, the majority of these short term rental properties are occupied by non-resident visitors to Pinehurst in a series of daily or weekly stays, over the majority of the year. Contrary to the past practice in Pinehurst, such properties are not occupied by tenants on a seasonal basis or by their owners as permanent or part-time residents; and

WHEREAS, the foregoing has significantly increased the number and concentration of short term rental properties in Pinehurst, from approximately 70 in 2015 to approximately 400 in 2022; and

WHEREAS, the above-described evolution of the commercial short-term rental industry has occurred without regulatory oversight with respect to: (i) the health, safety and welfare of the residents of Pinehurst; (ii) the character and culture of neighborhoods that were planned, approved, and constructed for Single Family Dwelling Units occupied by permanent residents; or (iii) the tenants of short term rental properties; and

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WHEREAS, concurrent with the unregulated growth of the commercial short term rental industry, Pinehurst has experienced material increases in incidents involving tenant misconduct, conditions of poorly maintained real property, and deterioration in the character, culture, and quality of life in Single Family Residential Districts; and

WHEREAS, the growth of commercial short term rental properties in Pinehurst is estimated to continue unabated; and

WHEREAS, the Village Council has taken note of the regulations governing short term rental properties adopted by neighboring communities such as Southern Pines~~,~~ and other communities across North Carolina such as Blowing Rock, Ashville, Chapel Hill, and others, condominium associations~~,~~ and gated communities in Pinehurst, including but not limited to Lake Point Condominiums, Pinewild and the Country Club of North Carolina; and

WHEREAS, in the absence of regulatory action by the Village of Pinehurst, some individual recorded allotments in Pinehurst have undertaken to amend their governing documents to regulate~~prohibit~~ Short Term Rentals; and

WHEREAS, Village Council has undertaken to study the nature and extent of the commercial short term rental industry in Pinehurst, including but not limited to the following: (i) obtaining a detailed analysis of the industry, and how it is regulated, by the Village Planning and Inspection Department; (ii) consulting with counsel; (iii) reviewing regulatory legislation from communities comparable to Pinehurst both inside and outside North Carolina; and

WHEREAS,~~(iv)~~ Village Council has conducted~~ing~~ multiple public meetings and work sessions where the foregoing were reviewed and debated by Council and where: (a) representatives of the commercial short term rental industry provided data and advocacy on the growth of the industry, its purported effect on the Village of Pinehurst economy, and the importance to individual short term rental operators of the economic benefits they realize from their operations; and (b) complaints were received from Pinehurst citizens alleging serious incidents of tenant misconduct including drunkenness and rowdy behavior, and criminal activity including but not limited to disorderly conduct, trespass, importuning, and theft, unsafe overparking, deteriorated property conditions, and a general decline in the character and culture of the single family residential districts, which these Pinehurst citizens attribute to the intensified presence of short term rental properties; and

WHEREAS, Village Council recognizes the investment made by Short Term Rental Owners in terms of property improvements and renovations, that their reservation schedule extends significantly into the future, and that it is equitable to permit Short Term Rental Owners a reasonable time during which to recoup and amortize their investments, and determine an alternative ownership strategy for their Short Term Rental Properties (whether by sale, conversion to long term rental, personal occupancy or otherwise) and ~~Village Council has, as a result of the foregoing, determined that the public welfare requires the use of Single Family Dwellings as Short Term Rentals in Single Family Residential Zoning Districts terminate on or before July 31, 2024, and thereafter be prohibited in such Single Family Residential Zoning Districts; and~~

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WHEREAS, Village Council has determined that the Amortization Period (hereinafter defined) between the effective date of this Ordinance and July 31, 2024 is reasonable in light of the nature of the business of Short Term Rental Owners~~, the improvements made to Short Term Rental Properties,~~ and the character of Single Family Residential Districts~~ and ability of Short Term Rental Owners to recoup and amortize their investments in their Short Term Rental Properties, and determine an alternative ownership strategy for such property (whether by sale, conversion to Long Term Rental, personal occupancy or otherwise)~~; and

WHEREAS, the Village of Pinehurst has a legitimate governmental interest in: (i) safeguarding the life, health, safety, welfare, and property of Short Term Rental occupants, neighborhoods, and the general public; and (ii) minimizing the present and future adverse impacts resulting from the increase in transient rental uses in neighborhoods planned, approved, and constructed for Single Family Dwelling Units occupied by permanent residents;

NOW THEREFORE, be it ordained by the Village of Pinehurst as follows:

Section 1. Applicability. Except as otherwise provided herein, nothing in this Ordinance shall supersede existing Village law applicable to persons and/or property, including without limitation the Pinehurst Municipal Code, the PDO (as amended and restated by Section 3.1 hereof), Pinehurst Engineering Standards and Specifications Manual, or otherwise under Village law. However, in the event of a conflict between a provision of any of the foregoing and this Ordinance, the provisions of this Ordinance shall control. Nothing herein shall abrogate any easement, covenant, or private agreement including without limitation: (i) declarations of covenants, restrictions, or the like, of an allotment; (ii) homeowner association agreements; or (iii) any other encumbrance on the use of property imposed in connection with the creation of any allotment or subdivision, or entered into among property owners, or otherwise governing any property or group of properties.

Section 2. Definitions. The following terms have the meanings set forth below. Other terms are defined elsewhere in the body of this Ordinance. Capitalized terms not defined below, but which are defined in the Pinehurst Municipal Code, PDO, Pinehurst Engineering Standards and Specifications Manual, or otherwise under Village law shall have the meaning ascribed to them there. In the event of a conflict or ambiguity between a term as defined in this Ordinance and a term as defined in any of the foregoing, the definition set forth in this Ordinance shall control.

2.1 Single Family Residential Zoning District. Any of Village zoning districts RD, R-210, R-30, R-20, R-15, R-10, R-8, and R-5.

2.2 Short Term Rental. The use of a Dwelling whereby the whole of such Dwelling is rented to a third party unrelated to the Owner (hereinafter defined), and in the absence of the Owner for a period of less than 30 consecutive days at a time, for money or other consideration.

2.3 Long Term Rental. The use of a Dwelling whereby the whole of such Dwelling is rented to a third party for a term of more than 30 consecutive days, for money or other consideration.

2.4 Short Term Rental Hosting Platform. A public platform that allows a Short Term Rental Owner or Responsible Agent (hereinafter defined) to advertise a Single Family Dwelling for use as a Short Term Rental and facilitates the booking transaction between the Short Term Rental Owner or Responsible Agent, and the Primary Responsible Tenant.

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2.5 Primary Responsible Tenant. The person executing, as tenant, the rental agreement for a Short Term Rental.

2.6 Short Term Rental Owner, or Owner. The owner of a Short Term Rental as recorded in the Moore County Register of Deeds.

2.7 Responsible Agent. a person or business entity providing services with respect to the operation of a Short Term Rental, and who or which is located or resides in North Carolina and holds a valid North Carolina real estate broker license issued under North Carolina General Statutes Chapter 93(A). If the Responsible Agent is a business entity, it shall be in good standing with and/or authorized to do business in the State of North Carolina. The Responsible Agent may be the Owner, in which event the licensing requirement set forth in the first sentence of this Subsection 2.5 shall not apply.

2.8 Single Family Dwelling. The definition of "Dwelling, Single Family" as set forth in Section 10.2 of the PDO is hereby amended and restated in its entirety as follows: "Single Family Dwelling: a free standing building designed for and occupied for living purposes, located on Property. Also includes factory-built, modular housing units that comply with North Carolina State Building Code.

Section 3. Express Prohibition of Short Term Rental Properties in Single Family Residential Zoning Districts; Amortization Period.

3.1 Express Prohibition. From and after the effective date of this Ordinance, and notwithstanding any inconsistent or contrary provision of the PDO, renting a Single Family Dwelling as a Short Term Rental or rooming house, or otherwise (except: (i) Long Term Rentals; and (ii) Bed and Breakfast Homes and then only in Zoning District R-210) is expressly prohibited in all Single Family Residential Zoning Districts.

3.2 Amortization Period. All Short Term Rentals operating in Single Family Residential Zoning Districts before and as of the effective date of this Ordinance ("Pre-Existing Short Term Rentals") shall thereafter be Nonconforming Uses and may continue such operation, subject to the Safety and Operational Regulations hereinafter set forth, and in accord with applicable law, until the earlier of (i) transfer of the record ownership of such Pre-Existing Short Term Rental or (ii) July 31, 2024, after which time all such Pre-Existing Short Term Rentals shall cease operation.

Section 4. Safety and Operational Regulations. Upon the effective date of this Ordinance, the ownership, maintenance and operation of all Short Term Rentals, including Pre-Existing Short Term Rentals shall be subject to the following Safety and Operational regulations:

4.1 Duties of Short Term Rental Owner And Responsible Agent. A Short Term Rental Owner or Responsible Agent, as the case may be, shall, with respect to the Short Term Rental owned, operated or managed by him, her or it shall:

4.1.1 Be available 24 hours a day, 7 days a week, to respond (in real time with a natural person, including in-person if necessary) within two (2) hours to manage emergency or other time-sensitive situations stemming from the operation of such Short Term Rental.

4.1.2 Ensure that the operation of such Short Term Rental complies with the provisions of this Ordinance and otherwise with applicable law;

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4.1.3 Keep accurate books and records with respect to the operation of such Short Term Rental;

4.1.4 Perform all of the duties and meet all of the requirements imposed upon a landlord under Titles 42 and 42(a) of the North Carolina General Statutes;

4.1.5 Register for and timely remit all taxes payable on account of the operation of such Short Term Rental to the appropriate taxing authorities;

4.1.6 Deliver to the Primary Responsible Tenant of such Short Term Rental the Good Neighbor Guide described below.

4.2 Allocation of Duties. The foregoing Duties may be allocated among the Short Term Rental Owner and the Responsible Agent by agreement between them, however in that event liability hereunder to the Village or third parties for the performance of these Duties shall be joint and several.

4.3 Maximum Overnight Occupancy. The overnight occupancy of a Short Term Rental shall not exceed 2 persons per bedroom. The occupancy limit shall be a provision of the agreement governing occupancy of the Short Term Rental, posted prominently within the Property and included in advertisements, property listings, or on Short Term Rental Hosting Platforms.

4.4 Parking.

4.4.1 Overnight parking within the public right of way is prohibited in all Single Family Residential Zoning Districts;

4.4.2 One parking space for each bedroom, plus one additional parking space, shall be provided for each Short Term Rental;

4.4.3 All parking on Single Family Dwellings shall be in the garage and/or driveway and there shall be no parking in any yard areas or setbacks;

4.4.4 The impervious surface area of a Short Term Rental shall not be increased for parking purposes;

4.4.5 Notwithstanding Section 8.3.3.6 of the PDO, no variances may be granted to increase the impervious surface area of a Short Term Rental.

4.4.6 All Properties in all Single Family Residential Zoning Districts shall be and remain subject to all other Village parking regulations.

4.5 Certificate of Occupancy. A Short Term Rental shall meet all of the requirements for the issuance of a certificate of occupancy under Village and/or North Carolina law, and shall have a valid and current Certificate of Occupancy.

4.6 Signs. Signs on a Short Term Rental advertising it as such are prohibited.

4.7 Taxes. Each Short Term Rental shall be timely registered for all taxes assessable in connection with its operation, including without limitation state sales tax, real and personal property taxes, and transient occupancy taxes, and all such taxes shall be timely paid to the appropriate agency.

4.8 Safety. Each Short Term Rental shall comply with all local, state and federal laws applicable to occupancy, health, and safety of the Property based on its use as a Short Term Rental. At a minimum, a Short Term Rental shall be equipped as follows: (i) one smoke alarm meeting Underwriters Laboratory UL 217 standards inside each sleeping room, outside of and within 15' of each sleeping room, and otherwise on each floor, including basements; (ii) one NFPA 720-2015 carbon monoxide detector within 15 feet of all sleeping rooms; (iii) one 2-A:10-B:C rated fire extinguisher on each floor.

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4.9 Primary Responsible Tenant; Responsibilities and Minimum Rental Age. There shall be only one Primary Responsible Tenant for any booking transaction for a Short Term Rental and the Primary Responsible Tenant shall be responsible for the conduct of all occupants of the Short Term Rental during the tenancy. The Primary Responsible Tenant shall be at least twenty-one (21) years old.

4.10 Minimum Rental Duration. Short Term Rentals shall not be rented for a period of less than 18 hours, which period shall include the hours between 9:00 p.m. and 10: a.m.

4.11 Insurance. Each Short Term Rental shall be covered by a commercial general liability policy of insurance ("all risk") with a total limit of not less than $1,000,000 each occurrence for bodily injury and property damage (including without limitation coverage for damages arising out of or related in any manner to the simple or gross negligence, recklessness or intentional misconduct of any tenant) which insurance shall remain in full force and effect at all times.

4.12 Neighborhood Notice. Written notice shall be given to the record owners of properties within a 300 foot radius of a Short Term Rental, providing the occupancy limit of such Short Term Rental, the identity and Internet address of each Short Term Rental Hosting Platform upon which such Short Term Rental is advertised, and the name and contact information of the Short Term Rental Owner and Responsible Agent. This notice shall be updated in the event any of this information changes.

4.13 No Variances or Administrative Modification. The Zoning Board of Adjustment may not, pursuant to Chapter 5 of the PDO, grant any variances to any Short Term Rental. The Village Planner may not grant any Administrative Modification to any Short Term Rental pursuant to Section 5.2 of the PDO.

4.14 No Expansion of Pre-Existing Short Term Rental Properties. Pre-Existing Short Term Rentals shall not be enlarged or expanded, either externally or internally, so as to increase the maximum occupancy permitted for such Short Term Rental pursuant to Section 4.3, as of the effective date of this ordinance.

4.15 Damage or Destruction. Short Term Rentals damaged or destroyed in whole or in part may be repaired or reconstructed only as provided by the provisions of Section 2.3 of the PDO.

4.16 Other Applicable Law. Each Short Term Rental shall at all times be and remain in compliance with all federal, state, and local laws, including, North Carolina State Building Code, fire code, and environmental health regulations for operation as a rental property.

4.17 Good Neighbor Guide. A copy of the Pinehurst "Good Neighbor Guide" shall be delivered to the Primary Responsible Tenant of a Short Term Rental.

Section 5. Voluntary Registration Program. The Village of Pinehurst Department of Planning and Inspections ("Department") shall create and administer a voluntary registration program for Short Term Rentals ("Program"). Participation in the Program shall be at the sole discretion of Short Term Rental Owners and Responsible Agents, and no inference shall be drawn with respect to the ownership or operation of any Short Term Rental based on whether or not it participates in the Program.

5.1 Program Requirements. Short Term Rental Owners seeking to participate in the Program shall:

5.1.1 Provide to the Department the name, address and telephone number of the Short Term Rental Owner of such Short Term Rental. If the Owner is a business entity, it shall provide to the

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Department the name, address and telephone number of a natural person designated by such Owner who will respond to inquiries about the Short Term Rental.

5.1,2 Provide to the Department the name, address, and 24 hour emergency and non-emergency telephone numbers of the Responsible Agent for such Short Term Rental. If the Responsible Agent is a business entity, it shall provide to the Department the name, address and telephone number of a natural person designated by such Responsible Agent business entity who will respond to inquiries about the Short Term Rental.

5.1.3 Provide such documentation as may be necessary in the reasonable discretion of the Department, and consent to an inspection of the Short Term Rental to confirm it complies with the Safety and Operational Regulations set forth in Section 4 of this Ordinance, and as required by applicable law.

5.1.4 Provide to the Department an attestation by the Short Term Rental Owner and Responsible Agent, jointly and severally and upon their personal knowledge after inquiry, that: (i) the Short Term Rental and its operation shall comply with all of the requirements set forth in this Ordinance and in conformity with other applicable law; (ii) they consent to periodic inspection of the Short Term Rental upon reasonable notice as set forth in North Carolina General Statutes Section 160(D)-1207; (iii) they consent to inspection of the Short Term Rental upon its receipt of any complaint regarding the operation, maintenance, management, or safety of a Short Term Rental as provided in Section 5.4.1; (iv) the Short Term Rental is otherwise in compliance with all federal, state, and local laws, including: (x) the then-current North Carolina State Building Code: Residential Code; (y) fire code; and (z) environmental health regulations: and (vi) the appropriate tax registration and remittances applicable to such Short Term Rental have and will be timely made.

5.1.5 Pay a one-time fee of $300.00 ("Fee") shall be assessed by the Department in order for a Short Term Rental to participate in the Program.

5.2 Seal of Compliance. Upon satisfaction of the requirements set forth in this Section 5, participants in the Program shall receive a Seal of Compliance certifying that the Short Term Rental is compliant with the Program. The Seal of Compliance may be posted in the Short Term Rental and displayed in advertisements for such Short Term Rental. The Seal of Compliance shall be renewed every two years at a renewal fee established by the Department.

5.3 Copies Available Upon Request. Copies of the Seal of Compliance with respect to any Short Term Rental shall be available to any person from the Office of the Village Clerk upon request.

5.4 Immunity From Civil Action. Short Term Rental Owners and Responsible Agents participating in the Program shall be immune from Civil Enforcement Actions as described in Section 6.4 of this Ordinance. Other than with respect to complaints involving exigent circumstances as set forth in Section 6.1, enforcement of this Ordinance with respect to Short Term Rentals, Short Term Rental Owners and Responsible Agents participating in the Program shall be as set in Sections 6.1, 6.2, and 6.3.

Section 6. Enforcement and Penalties.

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6.1 Enforcement, Exigent Circumstances. Exigent circumstances include, but are not limited to events, conditions, or conduct involving imminent threat to life or property, or continuing nuisance conduct (i.e., noise, lighting, unruly behavior), parking violations contrary to Section 4.4, and the like, or other violations of this Ordinance or applicable law requiring immediate attention. Complaints involving exigent circumstances may be made to the Pinehurst Police Department, which shall respond in accord with its practices and procedures. The Police Department shall keep and maintain written records of all calls regarding Short Term Rentals, whether or not involving exigent circumstances.

6.2 Enforcement, Non-Exigent Circumstances. Non-exigent circumstances include, but are not limited to events, conditions, or conduct not involving imminent threat to life or property, and do not, in the determination of the complainant, require immediate attention, and include, but are not limited to: (i) nuisances pursuant to Section 92.01 of the Pinehurst Municipal Code; (ii) failure to meet minimum standards for dwellings and dwelling units as set forth in Sections 153.16 *et.seq* of the PDO; (iii) failure to comply with the Village solid waste disposal program); (iv) violations of this Ordinance or other applicable law; and (v) complaints to the Pinehurst Police Department not deemed by it to involve exigent circumstances. Complaints involving non-exigent circumstances shall be made to the Code Compliance Specialist through MyVop (https://www.vopnc.org/our-community/living-in-pinehurst/service-request-center-my-vop).

6.3 Penalties. Any person, or business entity (business entity includes but is not limited to a sole proprietorship, limited partnership, limited liability company, and corporation) violating any of the provisions of this Ordinance or failing or neglecting or refusing to comply with the same, shall be issued a notice of civil infraction subject to a maximum penalty of $500 and/or shall be guilty of a Class 3 misdemeanor and subject to a fine of $100 or imprisonment not to exceed 30 days. Civil penalties will start at $100 for the first infraction within a 24-month period, and will escalate by $100 for each subsequent infraction within a 24-month period up to the maximum of $500. For penalty purposes each violation recorded and subsequently abated on any distinct enforcement officer visit shall constitute a separate offense (See G.S. § 14-4(a) and § 160A-175).

6.4 Civil Enforcement Action. In addition to the procedure set forth in Section 6.3 above, a resident of the Village of Pinehurst may, at his or her election and expense, bring a civil action for the violation of this Ordinance by filing a complaint, verified as provided in Rule 11(b) of the North Carolina Rules of Procedure, in the District Court for Moore County, against any Short Term Rental Owner or Responsible Agent, or against both of them jointly and severally, who violates, or whose Short Term Rental fails to comply with, this Ordinance. If the complaining party prevails in an action brought under this Section 6.3, the Court shall award: (i) injunctive relief sufficient to cause the defendants to cure all established violations of this Ordinance and prevent the defendants from violating it thereafter; (ii) prohibiting the operation of the Property as a Short Term Rental until Court determines the defects have been cured; and (iii) statutory damages in an amount not less than Two Thousand Dollars ($2,000.00) plus costs and reasonable attorney fees. Notwithstanding any other law, ignorance or mistake of law shall not be a defense to an action brought under this section.

Section 7. Effective Date. This Ordinance shall be effective as provided in Section 10.15 of the Pinehurst Municipal Code.

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