



May 1, 2019

Bermuda Run West Homeowners

Attached are the BRW Rules and Regulations that was amended by the BRW HOA Board members on April 16, 2019. The amendment is in regards to the size of all “For Sale” signs in the community. The wording was changed to read the same as the 5th amendment to the BRW Declaration. (See Item G)

The Rules and Regulations are intended to clarify the homeowner’s obligation to the community. These Rules and Regulations conform to the Association’s Declarations, North Carolina Planned Community Act 47F (NCPCA), and governing documents.

This document was reviewed by our attorney and approved by the Board of Directors of Bermuda Run West Homeowners Association.

Gayle B. Compton

BRW-HOA Board President

BERMUDA RUN WEST HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS – Amended April 16, 2019

STANDARD of PERFORMANCE---The maintenance and appearance of each Lot or Living Unit shall be consistent with community wide standards and the Declaration, the By-Laws and these Rules and Regulations. The Association will have the right, in accordance with NCPCA, to levy reasonable fines for violations of the Declaration, the By-Laws or the Rules and Regulations of the Association. The fines will be commensurate with the violation. The words “shall”, “must”, and “will” are mandatory in nature, implying an obligation to comply with the particular provision.

Each Lot, Living Unit and Common Area shall be occupied and used as follows:

- A. All Lots in the tract shall be known and described as residential lots and no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling. No noxious or offensive trade or activity shall be carried on upon any Lot or Living Unit, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No Living Unit shall be used for any purpose other than as a private residence.
- B. PARKING --No overnight parking on the streets and alleyways from 2AM to 5AM of any vehicle.
- C. VEHICLES---There shall be no parking on-street, alleyways, or any lot or otherwise of any boats, trailers, commercial vehicles, motor homes, motorcycles or other recreational vehicles. There shall be no parking at any time, whether on-street or otherwise, on any Lot, of any junk or disabled vehicles of any type that are unlicensed or unable to pass inspection. Those vehicles temporarily on the property for the purpose of servicing the property itself or one of the Living Unit shall be permitted without written consent of the Board.
- D. SPEEDING – Posted speed limit should be observed at all times.

E. GARBAGE ---Trash, garbage, or other waste shall be kept in enclosed containers not visible from the street or golf course. Garbage cans and recycle containers shall be placed at curb the night before pick up and shall be removed the day of pick up to the owner's storage area (garage) or other area not visible from the street or golf course.

F. PETS---All dogs shall be leashed when walked. Each owner will be responsible for cleaning up after the pet. Excessive barking constitutes a violation. In addition, cats shall not be left unattended to roam on Common Property or on other Owners' Property.

No bird, reptile, or animal of any kind shall be raised, bred, or kept in any Living Unit or anywhere else upon the Property except that dogs, cats, or other common household pets are permitted provided that they are not kept, bred, or maintained for commercial purpose, and are housed within the Living Unit in accordance with and subject to the Rules and Regulations.

G. SIGNAGE---No sign, except home security and new construction, of any kind shall be displayed to the public view on any Lot except one sign with the dimension of not more than three feet by four feet advertising any Living Unit for sale. Sign must be placed six (6) feet from house and facing the street. Such sign shall be removed two (2) days after closing.

H. Aesthetic Uniformity.

- a. Pruning of shrubs and bushes shall be consistent with community-wide standards. All dead shrubs and trees must be replaced within a reasonable time.
- b. Newspapers shall be removed from Owner's Lot daily.
- c. Garage doors are to be closed when the garage is not in use.
- d. Garbage and recycle containers shall not be visible after day of pick up.
- e. No permanent recreational or play equipment may be constructed on any Lot.
- f. No graffiti is permitted at any time or anywhere on the Property.

I. The flag of the United States of America or North Carolina may be routinely displayed with a bracket/pole attached to the garage or house and in accordance with the patriotic customs set forth in 4 USC § 5-10, as amended; of a size no greater than four feet by six feet (4'X6'). Other banners or flags that are displayed shall be temporary in nature, and shall be in good taste and small in size (1 ½ feet x 2 feet maximum).

- J. Television antennas or aerials shall not be erected or installed, except a satellite dish not to exceed 39.37” in diameter with minimal view from the street shall be permissible with ARB (Architectural Review Board) approval.
- K. Noise from radios, stereos, and televisions shall not be disruptive to the neighbors.
- L. The Owner shall not cause or permit any clothes, sheets, blankets, or laundry of any kind or signs or other articles to be hung, displayed or visible from the outside of windows or placed on the outside window sills, or walls.
- M. There shall be no obstruction of the Common Area nor shall anything be stored in or upon the Common Area. No portion of the Common Area or portion of the Owner’s Lot shall be used or maintained for the dumping of rubbish or debris.
- N. Each Owner is responsible for landscaping appearance to be in keeping with community-wide standards. Dead shrubs and trees are to be replaced per original ARB (Architectural Review Board) approval. New or revised landscaping configurations shall be submitted to ARB, before project is initiated, for review and approval.
- O. Each Owner shall be responsible for the maintenance, repair, and replacement of all windows; window frames, and doors, in his/her Living Unit per ARB approval when applicable. Owners shall not paint or change the appearance of any exterior portion of the Living Unit or Lot without ARB approval.
- P. No solicitation or distribution of written material shall be allowed anywhere in the community for any cause whatsoever without the written authorization of the Board of Directors.
- Q. No immoral, improper, offensive, or unlawful use shall be made of any Living Unit, nor conducted by any Owner or guest. All laws, zoning ordinance, and regulations of all governmental bodies in the jurisdiction shall be observed.

- R. In order to provide an orderly procedure in the case of title transfers and to assist in the maintenance of a current up-to-date roster of Owners, each Owner shall advise the Board of Directors within thirty (30) days of his listing his Living Unit for sale. Upon closing of title, the Owner shall forthwith notify the Board of Directors of the names and home addresses of the Purchasers.
- S. The Board shall have the obligation to answer any written request received from an Owner for approval of a proposed structural addition, alteration or improvement to his/her Lot or Living Unit within thirty (30) days after the receipt of such request. If the Board fails to answer such written request during the aforesaid thirty (30) day period, such failure shall constitute consent to the proposal.
- T. Any application to any municipal authority for a permit to make an addition, alteration or improvement to any Lot or Living Unit must be reviewed by the ARB prior to submission to the applicable authority. If approved, the application may then be submitted by the Owner to applicable authority. Owner shall furnish the Board with a copy of any final permit before initiating work.
- Such approval, however, shall not result in liability on the part of the Association, to any contractor, subcontractor, or material man or account of such addition, alteration, or improvement, or to any person having any claim for injury to person or damage to property arising there from.
- U. The Common Area and easements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the Owners.
- V. No Living Unit shall be utilized for transient or hotel purposes, which shall mean (1) rental for any period less than twelve (12) months. No Owner shall rent or lease to a corporation. The same person(s) shall be in residence for the entire period of time. No Owner may lease less than an entire Unit.

- W. Complaints regarding services in the BRW community must be made in writing to the Board of Directors. Unsigned complaints will not be recognized.

- X. Each Owner shall obtain and maintain property casualty insurance for his/her Living Unit in an amount at least equal to the replacement of such Living Unit. In the event of casualty, the Owner shall proceed to immediately repair such Living Unit and grade and landscape the Lot in a manner consistent with community-wide standards.

- Y. Owners shall comply with all applicable fire codes and other laws, ordinances and regulations relating to the use and storage of hazardous materials or substances, including materials and substances that are flammable or combustible.

ASSESSMENTS or FEES:

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments or fees which are secured by a continuing lien upon the Lot against which the assessment or fee is made. Any assessment or fee not paid when due shall be classified as delinquent. If the assessment fee is not paid within thirty (30) days after the due date, the assessment or fee shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same and foreclose the lien against such Owner's Lot; interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment or fees. No Owner may waive or otherwise escape liability for the assessments or fees provided for in the Declaration by non-use of the Common Area or abandonment of his Lot. If any assessment is more than fifteen (15) days past due, the Association may charge a four percent (4%) late payment penalty.

FINES:

The Association shall have the power to adopt such Rules and Regulations, as may be necessary to carry out the intent of the Declaration and the By-Laws, and shall have the right to sue to enforce the Declaration, the By-Laws and the Rules and Regulations so promulgated. The Association shall further have the right to levy fines for violations of the Declaration, the By-Laws and the Rules and Regulations of the Association. Before a fine is imposed an Owner shall be entitled to a hearing before the Board of Directors or an adjudicatory panel appointed by the Board of Directors to determine if the Lot Owner should be fined. The Owner charged with violating the Declaration, the By-Laws or the Rules and Regulations shall be given notice of the charge, the opportunity to be heard and the opportunity to present evidence and notice of the decision. Any fine imposed shall not exceed One Hundred Dollars (\$100.00) for the violation, and without further hearing, for each day more than five (5) days after the decision that the violation occurred. Any fine assessed shall be an assessment secured by a lien on the Owner's Property. The Owner has the right to appeal the decision of any adjudicatory panel to the full Board of Directors by delivering written notice of appeal to the Board of Directors within fifteen (15) days after the date of the decision of the adjudicatory panel.

NOTIFICATION: Notification of delinquent late fees, fines or filing of a lien shall be by certified mail, return receipt requested, personal delivery or delivery by overnight commercial courier to the Owners' address of record.

AMENDMENTS:

ITEM J: Effective November 1, 2008, Item J was amended as follows:

Deleted: 18" diameter satellite dish.

Inserted: 39.37" diameter satellite dish.

Amendment presented at October 9, 2008 BRW/HOA meeting.

Vote to approve was 34 YES and 16 NO.

Motion passed.

ITEM G: Effective April 16, 2019, Item G was amended on SIGNAGE.

Delete size of For Sale sign, two feet by 3 feet

Inserted size of For Sale sign, not more than three feet by four feet, advertising any Living Unit for sale. Sign must be placed 6 feet from house and facing the street.

Amendment was presented to BRW HOA Board on April 16, 2019. Vote was approved by majority vote. Motion passed