

Olde Point Villas Phase I Owners Association

Summary of Covenants and Bylaws

Rules & Regulations

Reference Guide

Overview

The fundamental purpose of the Olde Pointe Villas Phase I Owners Association Rules and Regulations is to provide a basis for protecting members equity in the development and to provide a frame work within which people can live in harmony.

This reference guide is intended to familiarize Members with the various Covenants and Restrictions. A complete copy of the restrictions and covenants is contained within the Olde Pointe villas Phase I Covenants and Bylaws and it's amendments recorded in the office of the Register of Deeds of Pender Country, North Carolina.

All provisions of the Declarations, Bylaws, and of any Rules and Regulations governing the conduct of Owners and establishing sanctions against Owners shall also apply to all occupants even though occupants are not specifically mentioned.

The declaration and its Amendments are and shall remain the controlling and ruling documents in the event of any discrepancies or omissions between these documents.

Purpose

Enforce the community CC&Rs, Bylaws and Policies in a fair and diplomatic way for owners, guests and tenants.

Protect, preserve, enhance and promote the purpose of the association as stated in the legal documents.

Restrict and govern the use of the common areas to minimize problems of security, maintenance, quality and operation.

Establish architectural guidelines and controls for aesthetic value.

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1. **RENTAL AGREEMENTS** (OPVI Covenants Article VII PG- Pg 11)

Owners desiring to rent their townhouse must submit to the Board of Directors for approval, a copy of the proposed rental agreement to be used by Owner, together with such other information as the Board requires. Rental agreements are required to incorporate standard procedures to minimize problems of security, maintenance, quality, and operation of the Common Areas.

- a. For purposes of all rentals of units not occupied by Owners, pets shall not be allowed except where the pet is a service animal required by the prospective tenant and documentation is submitted to the Association Board of Directors for approval prior to rental of the unit. Tenants under lease upon adoption of these rules may retain pets in excess of the allowed 3 until such time as pets are affected by attrition. Excess pets may not be replaced after that time. Violations will be considered a nuisance and maintenance problem of the Common Areas and fines may be imposed upon the Owner.
- b. No Owner shall enter into rental agreements of any unit for periods of less than one year except as approved by the Board of Directors.
- c. All adults over 18 occupying the lot shall be signatories on the lease and the lease shall conform to the residential purposes of a single family dwelling
- d. Owners of any lot that is rented or leased must provide a copy of this Summary of Rules and Regulations to the Tenant or Lessee before the lease agreement is signed. Copies of the document can be provided by the Association management agent.
- e. Prior to or at time of executing the lease agreement, Owner and tenant or lessee must sign attestation that this document has been reviewed and Tenant or Lessee agrees to abide by the Summary of Rules and Regulations of Olde Point Villas I. This attestation will be submitted to the Association management agent.
- f. Owners and tenants must sign specific "Pet and Parking Rules attestations before the lease is signed and attestation will be submitted to the Association management agent.

2. **RESIDENTIAL USE** (OPVI Bylaws Article IX –9.1 Land Use & Building Type- Pg 29)

- a. Lots may be used only for residential purposes of a single family
- b. No business, trade or similar activity shall be conducted upon a lot except as set forth herein.
- c. Home offices are permitted so long as:
 - The existence or operation of the activity is not apparent or detectable by sight, sound or smell from outside the lot or across the party walls.
 - The activity conforms to all zoning requirements for the properties.
 - The activity does not involve door-to-door solicitation of residents of the properties.
 - The activity does not increase traffic or include frequent deliveries within the properties
 - The activity is consistent with the residential character of the properties and does not constitute a nuisance or hazardous or offensive use, or threaten the security or safety of other residents of the properties, as may be determined in the sole discretion of the board.

3. **ARCHITECTURAL CONTROL** (OPVI Covenants Article VIII – Pg 12)

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, location in relation to surrounding structures and topography by the Board of Directors. Plans and specifications for architectural change must be accompanied by written

assurance that

- a. The Owner will comply with Article X of the Covenants Regarding Party Walls in its' entirety.

An affirmative vote by the majority (51%) of the Board of Directors shall be required for approval. In the event said Board fails to approve or disapprove such design and location within forty-five (45) days after said plans, specifications, and other required documents have been submitted to it, approval will not be required and this Article shall be deemed in full compliance

8.1 Exterior Colors

All exterior painted /paintable surfaces including exterior building walls, trim, decks, porches and fences may only be painted in the approved color designated by the Association and on file with the Association management agent and at the Association preferred paint store.

8.2 Lot Changes

Any structural changes to interior or exterior of the building and any structural modifications to the exterior of any units courtyard or lot including, but not limited to, the planting of any trees within a courtyard lot must be submitted to the association on an architectural change form by the owner and approved by the majority of the Executive Board prior to beginning any work.

8.3 Common Area Changes

Proposed changes to the common area outside the courtyard adjacent to the fence including, but not limited to, adding or removing trees must be submitted to the association on an architectural change form by the owner and approved by the majority of the Board of Directors prior to beginning any work.

4. BUILDINGS MAINTENANCE (OPVI Covenants Article IX – Pg 12)

In addition to maintenance upon the Common Areas, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: exterior paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, replacement of rotten deck and porch flooring boards, original rails/banisters, steps, fence rails and other exterior improvements. Such exterior maintenance shall not include:

- a. Glass surfaces relating to doors and windows including interior or exterior damage related to glass surfaces.
- b. Items not part of the original construction of the townhouses or items not subsequently installed/constructed on behalf of the Association, except as specifically accepted by the Association in compliance with Article VIII of this Declaration except porch screening.
- c. Trees, shrubs, grass, and walks inside of the fenced courtyards adjacent to each townhouse.
- d. Heating/air conditioning units
- e. Staining Rear Deck, front Porch and Fences. Decks, porches and fences may only be painted in the approved color designated by the Association and on file with the Association management agent and at the Association preferred paint store. The Association will furnish stain which can be obtained with Board approval through the Association preferred paint store.

Requests for building maintenance or landscaping outside the fenced courtyard shall be submitted by the owner on a *Request for Repair form obtained from the Association's management agent. Requests will be prioritized according to urgency and budget constraints.*

The cost of exterior maintenance, replacement, and repair shall be added to and become part of the assessment to which a lot is subject in the event that

- a. The need for maintenance, repair or replacement caused through the willful or negligent act of the owner, his/her family, guest, invitees or tenants.
- b. The need for maintenance, repair or replacement is caused by fire, lightening, wind storm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles, or smoke as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage Insurance Policies.

5. **NUSIANCES** (Bylaws Article 9.2 – PG 31)

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done there which may be or may become an annoyance or nuisance to the neighborhood.

6. **VEHICLES** (Bylaws Article 9.3 – PG 29)

No boats, boat trailers, campers, canoes, motorcycles, mopeds, all terrain vehicles, vehicles used primarily for recreational purposes, vehicles used primarily for commercial purposes, abandoned vehicles, vehicles which are either dismantled, partially dismantled, inoperative, discarded or one which does not have a valid license plate attached or current registration and insurance shall be stored, allowed to remain or repeatedly parked on the properties at any time except in garages.

9.3.1 Vehicles weighing more than $\frac{3}{4}$ ton and longer than 22 ft are not permitted to be parked.

9.3.2 The Association shall have the right to have all such vehicles towed away at the Owner's expense.

9.3.3 No Vehicles shall be parked so as to obstruct the fire lanes or roadways within the properties

9.3.4 Visitor parking spaces are limited and for temporary use by guests. Unit occupant vehicles shall not be parked in the Visitor parking spaces

9.3.4 Service and delivery vehicles may be parked in the properties visitor spaces during daylight hours For such periods of time as are reasonably necessary to provide service or to make a delivery within the properties.

7. **SIGNS** (Bylaws Article 9.4 – PG 30)

"For Sale" signs of no more than two square feet in size, shall be permitted on any Lot or in the Common Areas. No other signs, excluding private name plates or signs for identification of residence, are permitted without written consent of a majority of the Board of Directors.

8. **TEMPORARY STRUCTURES** (Bylaws Article 9.5 – PG 30)

No structure of a temporary character, trailer, manufactured or mobile structure, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

9. **ANIMALS/PETS** (Bylaws Article 9.5 – PG 30)

No more than 3 generally recognized house pets (e.g dog, cat, etc) shall be kept or maintained in the townhouses including garages and courtyards. Total weight of all 3 pets shall not be more than 75 lbs. Owners of record upon adoption of these Covenants and Restrictions and By-Laws may retain pets in excess of the allowed three until such time pets are affected by attrition. “Excess” pets may not be replaced after that time.

- 9.1 Owners who wish to lease to tenants must inform tenants and rental agents that pets are not allowed in non owner occupied lots. Tenants under lease upon adoption of these rules may retain pets in excess of the allowed 3 until such time as pets are affected by attrition. Excess pets may not be replaced after that time. Violations will be considered a nuisance and maintenance problem of the Common Areas. Fines may be imposed upon the Owner.
- 9.2 Service animals are exempt from OP Villas I combined weight limits and are permitted in leased Units
- 9.3 No pets shall be bred, or their off-spring housed, in the area of the townhouses or garages.
- 9.4 Droppings in the Common Areas or within courtyards shall be promptly removed by the Owner.
- 9.5 In the rear, adjacent property to common area property is private property. Owners shall prevent pets from relieving themselves on private property.
- 9.6 Owners are encouraged to walk pets in the front wooded areas to relieve themselves.
- 9.7 Pets shall not be “at large” and are permitted temporarily in the common areas if maintained under restraint at all times controlled by either voice or leash.
- 9.8 No pet shall be staked or tied out doors or left outside unsupervised.
- 9.9 All barking, noise and odors shall be kept under control by the resident so as not to disturb other residents and so as not to be a nuisance.
- 9.10 The owner of a pet shall be directly responsible for any damage or inconvenience caused by the pet and for controlling the behavior of the pet.
- 9.11 Any pet must wear a tag showing the name and address of the pet owner. All pets must be cared for, maintained and properly licensed as required by the State of North Carolina, Pender County ordinances.
- 9.12 No structure or pen for a pet shall be built on any lot.

10. **OUTSIDE ANTENNAS** (Bylaws Article 9.7 – PG 31)

Small radio/television antennas or satellite dishes shall be erected on units within the Properties, unless size of the antenna or dish has been determined obtrusive and too large by a majority of the Board of Directors. Repairs for any roof leaks related to the installation of outside radio/television antennas or satellite dishes shall be the responsibility of the Home Owner.

11. COURTYARD MAINTENANCE (Bylaws Article 9.8 – PG 31)

Each Owner shall be responsible for the upkeep of his/her fenced-in area between the townhouse and the garage. Upkeep includes regular landscaping maintenance and the prompt removal of all trash. Home owners are responsible for disposing of all courtyard trash and yard waste.

Any proposed changes to the landscape area inside the fenced courtyard area including removing trees or planting trees must be submitted to the association on an architectural change form and approved prior to installation by the majority of the Board of Directors.

Any proposed changes to the common area outside and adjacent to the fenced courtyard area including removing or planting trees must be submitted to the association on an architectural change form and approved by the majority of the Board of Directors prior to removal or installation

In the event that an Owner fails to adequately maintain his/her fenced-in area, the Board shall retain the services of an outside agency for maintenance purposes. All costs incurred by the Board shall be levied against the Owner as described in Article IX (Section 9.8) of the By-Laws. Owners shall receive one (1) written notice from the Board before action is taken; Owners will have fifteen (15) days to comply with the notice

12. RUBBISH, TRASH & GARBAGE (Bylaws Article 9.9 – PG 31)

All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate. There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances on common areas.

No lumber, refuse, trash or other materials shall be kept, stored, or allowed to accumulate outside the buildings on any lot, except as may be permitted, during any period of construction of improvements to a lot.

All garbage and trash shall be kept in containers and stored in garages or screened so as to be concealed from the street.

On garbage collection days, containers shall be placed on the driveway for collection not sooner than 24 hours before pick-up. Containers are to be brought in and placed out of view the same day after collection.

13. WINDOW COVERINGS (Bylaws Article 9.10 – PG 31)

All drapes, curtains, or similar materials hung at windows, or in any manner so as to be visible from the outside of any building erected upon any Lot, shall be of a white or neutral background or material.

14. EXTERIOR LIGHTS (Bylaws Article 9.11 – PG 32)

All light bulbs or other lights installed in any fixture located on the exterior of any townhouse

or any Lot shall be clear or white.

15. ALTERNATIVE HEATING (Bylaws Article 9.11 – PG 32)

The use of kerosene heaters shall not be permitted in any townhouse or garage. Primary heating in the townhouses shall not be converted from electric heat to other forms of heating.

16. FINES, LATE FEES & INTEREST (Bylaws Article XIII – 13- PG 32)

Violations by any unit owner, his tenant and guests, of these Rules and Regulations shall entitle the Association to impose fines, pursue injunctive relief or any other remedy permitted by the Covenants and Restrictions and Bylaws.

If the Association proposes to enforce a violation of the Rules and Regulations by means of a fine, it shall first provide written or oral notice to the unit owner, his tenants or guests, specifying the nature of the violation, the means by which the violations must be remedied and the time in which the remedy must be effected and completed. If the violation continues following the time within which it should have been remedied or cured, or if a subsequent like violation occurs, the Association may impose a fine, late fees and interest as follows:

All costs and expenses incurred by the Association in collecting the delinquent maintenance fees, regular and special assessments, fines, late fees, other costs, including reasonable attorney's fees shall be paid by the defaulting owner.

Payments made by a defaulting owner shall be applied first to such costs and expenses, including interest and late fees, with the remainder applied to the outstanding maintenance fee or assessment amount.

A. Fines

1. \$25 .00 for each day, up to and including fifteen days after the decision that the violation occurred.
2. \$50.00 for each day more than fifteen days, up to and including 30 days after the decision that the violation occurred.
3. \$100.00 for each day more than thirty days after the decision that the violation occurred.

B. Late Fees may be assessed at a maximum of the greater of twenty dollars per month or ten percent of any maintenance fee, regular or special assessment, fine, late fee or other costs or installments unpaid.

C. Interest: in the event of a default by any owner in paying any sum due the association assessed against such owners lot, which continues for a period in excess of fifteen days, interest from the due date at a rate not to exceed the highest permissible by law may be imposed in the discretion of the executive board on the principal amount unpaid from the due date until paid.

17. COLLECTION PROCEEDURE

The Board shall take, or direct to be taken, the following actions when any assessment or installment is in

default and remains unpaid after:

- A. 30 Days – A letter will be sent by first class mail to the defaulting owner indicting the installment or outstanding balance of the assessment as being past due
- B. 60 Days – a letter will be sent by certified mail, return receipt requested, to the defaulting owner indicating the installment or outstanding balance of the assessment being past due with notification that, if the past due assessment and the amount of interest being charges is not paid in full within 10 days the matter will be turned over to an attorney and a Claim of Lien will be filed in the office of the Clerk of Superior Court on Pender County, North Carolina. A copy of the filed Claim of Lien will be sent to the defaulting owner.
- C. 90 Days – The attorney selected by the Board of Directors to pursue collection will send a letter by certified mail, return receipt requested, informing the defaulting owner that, if the full amount of the total accelerated assessment, including late fees and costs to date, is not paid within 2 days, an action will be commenced against the defaulting owner to foreclose the lien of the Associations or pursue a judgment against the defaulting owner for the total outstanding assessment, interest, and reasonable attorneys’ fees and costs.
- D. In excess of 120 Days – An action will be commenced against the defaulting owner to foreclose the lien of the association or pursue a judgment against the defaulting owner for the total outstanding assessment, interest and reasonable attorneys’ fees and costs.

18. RULES & REGULATIONS ATTESTATION

All unit occupants including owners, tenants and lessees shall sign a statement attesting to the fact that they have read and will abide by the rules and regulations of Olde Point Villas Phase I. Refusal to sign does not absolve responsibility to abide by these Rules and Regulations and their changes which may be made from time to time.

19. COVENANTS & RESTRICTIONS BY-LAWS ATTESTATION

All owners shall sign a statement attesting to the fact that they have read and will abide by the Covenants and Restrictions and By-Laws of Olde Point Villas Phase 1. Refusal to sign does not absolve responsibility to abide by these Covenants and Restrictions and Bylaws and their changes which may be made from time to time.

Attestation Statement

Olde Point Villas Phase 1 Owners Association

Summary of Covenants and Restrictions and By-Laws

Rules & Regulations

Reference Guide

This reference guide is intended to familiarize Owners, Tenants and Lessees with the various Covenants and Restrictions and By-Laws and Summary Rules and Regulations. A complete copy of the Olde Point Villas Phase I Covenants and Restrictions and By-Laws and Amendments is recorded in the office of the Register of Deeds of Pender County, North Carolina.

I (we) have read and agree to all the conditions above, and I (we) agree to abide by the Olde Point villas Phase I Rules and Regulations.

Owner Signature _____ ***Date*** _____

Owner Signature _____ ***Date*** _____

Tenant/Lessee Signature _____ ***Date*** _____

Tenant/Lessee Signature _____ ***Date*** _____