



RULES

AND

REGULATIONS

February 2023

Record of Changes

<u>Change #</u>	<u>Date</u>	<u>Remarks</u>
1	Sept 2006	Front Storm Door
2	Oct 2006	Instructions for Decks
3	May 2007	Umbrella size to 9-foot dia.
4	June 2007	Additional Gutters
5	Feb 2009	Front Storm Door
6	Feb 2010	Weight limit on dogs
7	Nov 2010	Alternate Dispute Resolution
8	April 2012	Flower, Bird Bath, Bird Feeders
9	Jan 2013	Occupancy Restrictions
10	Aug 2013	Sliding glass/French Door
11	June 2014	Pine Straw/Mulch/Rock
12	February 2023	Clarifications and Charging Stations

**RULES AND REGULATIONS
OF
THE VILLAGES ASSOCIATION, INC.**

**ARTICLE I
GENERAL PROVISIONS**

These are the Rules and Regulations adopted by The Villages Association, Inc., hereinafter called the "Association", a non-profit corporation which serves to direct and manage The Villages at Swansboro Condominium Community, according to the Declaration of Condominium ("Declaration") and subject to Developmental Rights by the Declarant. Chapter 47C of the North Carolina General Statutes is titled the "North Carolina Condominium Act". It was created to allow a form of property ownership that is characterized by the individual ownership of a defined living space ("Unit Home") combined with the joint ownership of the land and other common properties ("Common Elements"), taken care of by a group made up of all the individual owners ("Association"). This form of property ownership requires that individual owners cooperate with one another, be aware of the Rules and Regulations, and follow them.

The following Rules and Regulations apply to all Unit Homeowners and all occupants of Unit Homes in any phase or village at The Villages at Swansboro. They are code of conduct and define the proper use of the Unit Home, Common Elements, and Limited Common Elements. They are a reasonable and necessary guideline and exist for the benefit of the Association and its members to preserve the character, safety, quality, value and peaceful possession of the Unit Homeowners.

**ARTICLE II
OCCUPANCY RESTRICTION**

1. **Occupancy Restrictions.** Each Unit Home is restricted to residential use as a single-family residence with occupancy being limited to a single housekeeping unit, one of whom must be fifty-five (55) years of age or older.
 - a. Two non-related persons may occupy a unit home together as a single housekeeping unit, one of whom must be fifty-five (55) years of age or older.
 - b. Live in housekeeper, or live-in caregiver may occupy a Unit Home in conjunction with the Unit Homeowner.
 - c. Unit Homes are limited to a maximum combination occupancy of two (2) persons per bedroom.
2. **Guests.** The length of stay of Guests is limited to two (2) weeks unless circumstances require an extended visit, and in such case shall require approval of the Executive Board.

3. **Leasing of Unit Home.** Unit Homes may be leased or rented to others, under all of the following regulations. If a unit is leased or rented, the owner is responsible for maintaining the property or hiring a management company to ensure that the property remains in a state of repair.
 - a. The minimum lease term cannot be less than ninety (90) consecutive days, and Unit Home cannot be used or rented for transient, hotel or motel purposes.
 - b. All leases or rental agreements must be in writing and subject to the use and occupancy requirements of the Declaration, the Bylaws, and Rules and Regulations of the Association.
 - c. An executed copy of the lease agreement must be on file and approved by the Association Manager prior to occupancy by lessee or renter.

**ARTICLE III
USE OF UNITS AFFECTING THE COMMON ELEMENTS**

1. **No Commercial Use.** No industry, business, trade or commercial activities shall be conducted, maintained or permitted on any part of the Condominium Community, with the following exceptions:
 - a. As long as the Declarant owns any Unit Homes in the Condominium Community, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit Home owned by the Declarant or any portion of the Common Elements as a model or sales office. The Declarant may also maintain management offices and signs and displays advertising the Condominium Community.
 - b. Home professional pursuits are allowed provided they do not require regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a unit home or from inside through unit's windows.
2. **Signs.** "For Sale", "For Rent", "For Lease" signs are not allowed, except as noted in Section 1(a) above.
3. **Visible Displays Outside of Unit Homes.** Unit Homeowners shall not place or allow visible displays other than blinds, curtains, conventional draperies, or window treatments, seen from or affixed to the exterior of a Unit Home. Seasonal or Holiday displays are permitted, with these limitations:
 - 1) They shall not be affixed to any exterior portion of the Unit Home.
 - 2) They shall not require electrical extension cords to come onto or across the Common Elements.
 - 3) They shall not make excessive audible sounds which might offend neighbors.
 - 4) They shall not remain displayed for an inappropriate duration of time.
 - 5) They are located immediately adjacent to the Unit Home.

4. **Household Refuse, Recycling and Waste.** The Town of Swansboro picks up household refuse and recycling. Schedules may vary due to contract changes. Consult the Town of Swansboro for updated schedules. Household refuse and recycling containers are allowed from the Town of Swansboro.
 - a. The household refuse containers (garbage and recycle cans) must be placed at the street, in front of the owner's house, after 5:00 pm the night before pickup and removed from the street after collection on the same day.
 - b. Yard waste must be placed in paper recycling bags at the curb on the collection day. Bundled limbs no longer than 3' may also be placed at the curb on the collection day. There is no limit to the volume or number of bags. The Association may place yard waste at the curb in front of any Unit Home for pickup as specified.
 - c. Recycling containers must be placed at the curb on collection day and removed after collection on the same day.
5. **Storage of Household Refuse and Recycling Containers.** These receptacles can be stored in the Unit Home Garage, on the Unit Home Patio, or in the Personal Landscape Area between the heat pump compressor and the inside corner of the Unit Home.
 - a. No storage of trash will be permitted outside of any Unit Home in such a manner as to permit the spread of fire or encourage vermin.
 - b. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, except in household refuse and recycling containers.
6. **Household Tools, Utensils and Equipment.** No clothes, rugs, mops, garden rakes, shovels, hoes, garden hoses, bicycles, lawn furniture, brooms or other similar items are permitted to be mounted, leaned or hung affixed to the exterior of a Unit Home or remain in any of the Common Elements overnight. Exception: When not in use a garden hose may be stored adjacent to outdoor spigots on or in an appropriate storage device. A garden hose storage device may not be attached to the exterior of the unit.
 - a. The use of combustion or electric motor driven vacuums, blowers, weed eaters, saws, drills, grinders, sanders, hammers, welders, routers, chainsaws, edgers, mowers, rototillers, or compressors are restricted to use in the confines of the Unit Home or Limited Common Elements. Use of such equipment is restricted to between 8:00 a.m. and 7:00 p.m. daily. All debris from the use of such tools or utensils must be confined to the Limited Common Elements, collected and disposed of appropriately and daily. If the use of such tools, utensils or equipment become a nuisance or annoyance to other Unit Homeowners, they may be restricted from use after notice and hearing by the Executive Board.
 - b. The use or storage of paint, stains, lacquering, fuels, solvents, enameling, or other noxious odors are not permitted outside the Unit Home. Specifically, the use of fiberglass resins and solvents are prohibited.

7. **Watering of Common Elements.** Additional watering of Common Elements is permitted and encouraged, especially in times of droughts, but sprinklers shall be regulated so as not to distribute water directly onto an adjoining Unit Home or Limited Common Element of an adjoining Unit Home.
8. **Presentation.** Each unit Home shall be kept in good state of presentation and cleanliness.
9. **Electrical Usage.** Total electrical usage to any Unit Home shall not exceed the capacity of the circuits as labeled on the circuit breaker box in that Unit Home.

ARTICLE IV USE OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. **Proper Use.** Common Elements shall be used only for the purpose for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit and nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits, the enjoyment of the Common Elements by others.
 - a. Lawn, landscaping, vegetative buffers, elevated rock/pine straw berms, and enhanced landscaping features were designed specifically for their beauty, sense of space between Unit Homes, watersheds, habitat for wildlife, green screening of necessary infrastructure appurtenances, and natural filter for storm water runoff. They are not to be maintained, repaired, replaced, trimmed, cut, mowed, altered, abused, or destroyed by Unit Homeowner unless approved by the property manager. In the wooded areas behind the unit homes, residents may plant appropriate flowers and may place bird baths, bird feeders, and bird houses as long as they do not interfere with maintenance of the common areas.
 - b. Exterior claddings, shutters, roof shingles, vents, front gutters, fascia, and soffits were designed for their beauty, economy, ease of maintenance, durability, serviceability, and architectural appeal. They are not to be maintained, repaired, altered, replaced, abused, damaged or destroyed by a Unit Home Owner. The Unit Homeowner is obligated to report to management any and all damage to the exterior from any cause as soon as possible to allow for prompt repair in order to prevent further damage.
 - c. The Unit Homeowners shall not mount, affix, hang or lean, anything whatsoever to any surfaces of a Unit Home that requires drilling a hole, nailing, piercing, crimping, gluing or clipping any portion of the exterior of that Unit Home. The only exception to this rule is the addition of a front storm door and gutters, which are authorized, if installed in accordance with the guidelines of the Village Documents. The intent of this rule is to prevent any penetrations through the cladding which could lead to water infiltration and future maintenance problems.

- d. Owners are allowed to place pine straw, wood mulch or rock around their condo unit, not to exceed 20" from the unit foundation and wherever current (original) landscape does not exist. Rationale is to control the mud splashing on units, eliminate moss growing next to foundations, to prevent weed trimmers from damaging vinyl siding and to esthetically improve the general appearance of the unit. This does not allow the area to be used as a flower bed for planting.

All areas must remain clear of foundation plantings that will allow siding to be easily maintained. The unit owner must use either similar rock, wood mulch or pine straw and the bed must be bordered with edging to help contain bed material. The color of the edging must be black or green and be installed partially inground so that it is least susceptible to mower and/or weed trimmer damage. The maintenance and upkeep of all improvements under the scope of this section will be the Unit Owner's responsibility.

2. **Porches and Patios.** Unit Home Owners are required to maintain these Limited Common Elements in a state of cleanliness, free of trash, debris, or storage of household tools, utensils, or equipment.

Outdoor furniture, tables, end tables, chairs, plant stands, and plant accessories are permitted, but none may be affixed, hung or adhered to any portion of the Limited Common Elements.

3. **Vehicles, Driveways and Walkways.** Uncovered driveways are restricted to use by the Unit Home to which such space is Limited Common Element as a parking space for vehicles, under the following restrictions:

- a. Unit Home Owner vehicles will be restricted to two (2) motorized/electric vehicles on uncovered driveway.
- b. Guests of the Unit Home Owner are encouraged to use only the driveway of the Unit Home that they are visiting.
- c. When possible, service vehicles should use the driveway at the Unit Home which they are servicing.
- d. No more vehicles are permitted to park on a Unit Home Owner's driveway than are able to do so without obstructing street traffic at any time. Special circumstances that would require available of overflow parking shall be subject to an overflow parking area approved by the Executive Board.
- e. No vehicles are permitted to park on any other part of the Common Elements, grassed areas or vegetative buffers except duly authorized utility or emergency service vehicles.
- f. Commercial vehicles, campers, trailers, Recreation Vehicles (RV's), boats, boat trailers, off road vehicles, trail bikes, bicycles, motorcycles, all-terrain vehicles (ATV's), golf carts and hunting vehicles are prohibited from more than one (1) consecutive day of overnight parking outside of the Unit Home.

g. Small, medium, and large pickup trucks with open beds or cargo bed covers, or unadorned low profile cargo shells not to exceed 6 inches above the passenger roof top are permitted as long as the contents of the cargo beds are not visible from the street or adjoining Common Areas.

h. **Electric Vehicle Charging Stations**

- a. Electric vehicle (EV) charging stations may be added to a unit at the owner's expense if they meet the following conditions:
- 1) EV charging stations must be installed inside a unit's garage.
 - 2) Installation requests must be submitted in writing and owners must be in receipt of written approval from management before work may commence.
 - 3) For safety and insurance purposes, owners must also submit documentation confirming installation will be performed by a certified electrician and that all required building codes and permits will be met and/or obtained.
- b. Owners may opt to charge EV's outside of their garage, however, cables may not be positioned in such a way to create a trip hazard or be left outside the garage when unattached from the vehicle and/or not in use.

4. **Alterations, Additions, or Improvements to Common Elements.** A Unit Home Owner may not change the appearance of the Common Elements, or the exterior appearance of a Unit Home or any other portion of the Condominium Community, without permission of the Executive Board.

Garages and patios may be remodeled into floor plans that appear as Exhibits D-2 and D-3 to the Declaration, only after written notification to the Executive Board. Only approved contractors shall be used, and every dimensional detail, quality of construction, brands, colors and architectural details must match the existing Unit Home. Any other remodeling which affects the exterior of the Unit Home is expressly prohibited without the prior approval of the Executive Board.

A Unit Home Owner may submit written request to the Executive Board for approval to do anything that is forbidden to do under this Section. The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute consent by the Executive Board to the proposed action.

Any applications to any department or to any governmental authority for a permit to make any additions, alteration or improvement in or to any Unit Home shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any permitting authority, contractor, or subcontractor or maintenance man on account of such addition, alteration or

improvement or to any person having any claimed for injury to person for damage to property arising therefrom.

All additions, alterations and improvements to the Unit Home and Common Elements shall not, except according to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Unit Home other than those affected by such change. Additions, alterations and improvements permitted under this section shall not directly or indirectly impact the cost of maintenance and/or care for other Home Owners or to the Association.

The provisions of this Section shall not apply to the Declarant in the exercise of any Declarant Special Rights.

A Unit Home Owner has the right to make any improvements or alterations to the interior of the Unit Home that do not impair the structural integrity or mechanical systems or lessen the support of any Unit Home.

a. **Storm Doors.** Storm doors are permitted on the front door, only after approval of the Executive Board. The following rules will apply to all storm door installations:

1. The door must be metal.
2. The door must be white.
3. The door must be full view glass.
4. Owner is responsible for care and maintenance of door.
5. Full screen door is permitted.

The existing front door frame may require modification before the storm door can be installed. Homeowners are required to use a builder/contractor that possesses the necessary expertise to perform the modification and installation. This will include priming and painting the modification. The finished installation should be in harmony with the architecture and colors of the surrounding front entrance.

b. **Gutters.** Only gutters on the front of the unit are original and subject to maintenance by the association. Additional gutters, or water diverters, are approved for installation to the Unit Home only after approval by the Board of Directors. Gutters must extend the entire length of the eave to which attached. Gutters must be white, seamless, aluminum material. Splash guards must be used below each downspout to deflect runoff. The maintenance and upkeep of all gutters installed under the scope of this amendment will be the Unit Owner's responsibility.

c. **French Door.** The addition of a French door (Morningstar only) is authorized to allow access to the private landscape area. French doors are authorized for all Villages, but only as a replacement for the current sliding glass door that opens to the private landscape area. These changes to the architectural design of the

Unit Homes must be requested, in writing, and approved by the Board. Additionally, the following guidelines must be followed:

- 1) City permit must be obtained (Morningstar only) for changing window to door.
- 2) The door must be white and match (as closely as possible) the windows on the back of the Unit.
- 3) French doors must have muntins, i.e.: panels. Solid clear glass is not authorized.
- 4) The Owner must use a builder/contractor that possesses the requisite skills to perform this modification.
- 5) Owner will be held responsible for the care and maintenance of this installation.

5. **Personal Landscape Area.** The personal landscape area is a Limited Common Element designed for the Unit Homeowner to have an uncovered space to enjoy the outdoors. Initially this area will be sodded and maintained by the association.

- a. Outdoor furniture, tables, chairs, hammocks, potted plants, portable outdoor grills and umbrellas no more than 9 feet in diameter can be left on the grassed area of the Common Elements only within the confines of the Personal Landscape Area and must be stored on landscape maintenance days. If any of these items are intended to be permanently placed in the confines of the Personal Landscape Area or not stored on maintenance days, the Unit Homeowner will become responsible for lawn maintenance in this area.
- b. The construction of a deck in the Personal Landscape Area is permitted, providing all the following requirements are met:
 1. Deck material will be pressure treated lumber, synthetic material or a combination of both. Concrete or impervious pavers/surfaces are not permitted.
 2. Deck will not be attached to house.
 3. Deck must be off the ground, but no higher than the floor level of the house.
 4. Deck will be one-level only.
 5. No railing is permitted.
 6. The cement slab located at the door to Personal Landscape Area must be removed and disposed of by the Unit Owner. Removal of this slab is necessary to stay in compliance with environmental restrictions placed on the total amount of impervious surface allowed.
 7. All deck requests, with a complete set of plans, will be submitted to the manager for approval.
 8. After approval by the Board, a city building permit must be obtained prior to the start of construction, if required.
 9. Maintenance of the deck is the Unit Owners responsibility.

- c. This is the only area of the Common Elements where outdoor cooking can be permitted. Responsible, safe use which does not annoy neighboring Unit Homeowners is the responsibility of the Unit Homeowner.
- d. The Personal Landscape Area may initially have a partial fence delineating the boundaries of that area. Any additional fencing or gates added by the Unit Homeowner must be in the exact same style and brand of fencing and must be approved by the Executive Board. The daily maintenance, repair or replacement of any portion of the fence shall be the responsibility of the Unit Homeowner. If the Personal Landscape Area is fully fenced by the Unit Homeowner, then the area within the confines of the Personal Landscape Area automatically becomes the responsibility of the Unit Homeowner to maintain, repair and replace.
- e. By written option at any time, the Unit Homeowner may elect to plant and maintain the Personal Landscape Area. A small garden may also be planted in this area provided that it can be maintained in a clean and attractive condition by the Unit Homeowner. A landscaping plan specifying the addition of fencing, and gates, types and number of plants shall be submitted to the Executive Board.
- f. By electing this option, the Unit Homeowner agrees to maintain this area in a clean and attractive condition at all times. Failure to comply will result in a notice and hearing and Executive Board action not limited to removal of fencing, shrubs, appurtenances and restoration to original sodded area at the Unit Homeowner's expense.

ARTICLE V

ACTIONS OF UNIT HOMEOWNERS AND OCCUPANTS

1. **Annoyance and Nuisance.** No Noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit Home or the Common Elements, nor shall anything be done either willfully or negligently, which may become an annoyance or nuisance to other Unit Homeowners or Occupants. No Unit Homeowner or Occupant shall make or permit excessive audible noises, nor do or permit anything to be done that will interfere with the rights, comforts or convenience of other Unit Homeowners or Occupants. No musical instrument, phonograph, compact disc player, audio cassette player, television, radio, or computer device shall be set at such high volumes or in such other manner that it shall cause unreasonable disturbances to other Unit Homeowners or Occupants.
2. **Compliance with Law.** No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of North Carolina, and all ordinances, rules and regulations of the Town of Swansboro. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

3. **Pets.** No animals, birds, or reptiles of any kind shall be raised, bred or brought onto the Common Elements. A dog of gentle disposition, one house cat, or one other household pet may be approved by the manager if found to be compatible with the condominium community.
- a. Pets may not be kept, bred or maintained for any commercial purposes.
 - b. Any pet causing or creating a nuisance or unreasonable disturbance, or noise shall be permanently removed from the Unit Home and Common Elements within three (3) consecutive days after notice and hearing from the Executive Board.
 - c. In no event shall any dog or cat be permitted in any portion of the Common Elements unless restrained by a leash to its master. The Town of Swansboro has a leash law that prevents pets from being on Public Street without being restrained by a leash or confined in a vehicle.
 - d. If pets are to be kept outside, the Personal Landscape Area must be fully fenced, and pets must be kept within those confines unless they are being walked on a leash or restrained on a patio. Any additional fencing, including invisible electronic fencing is prohibited.
 - e. Owners of pets are encouraged to discipline their pet to relieve themselves in the Unit Owner's Personal Landscape Area if possible, or along the vegetative buffer areas. The feces of any pets deposited in these areas or upon any of the other Common Elements, Town of Swansboro streets or sidewalks, or upon the property of another, shall be immediately removed and disposed of in a sanitary manner by the owners or caretakers of pets. The owner shall hold the Association harmless from any claim resulting from any action of his pet.
 - f. Service dogs will be permitted. Due to the pet limit, Home Owner may be required to provide sufficient documentation if the limit is exceeded.
4. **Wildlife.** Feeding, harassing or injuring any wildlife that may inhabit or transit the Common Elements is not permitted. Any wildlife that is deemed a nuisance or become a nuisance can be appropriately removed from the property by notifying the appropriate authority, and should not be fed, cared for, or taken in by any Unit Homeowner or Occupant.
5. **Burning.** There is no open burning permitted on any of the Common Elements except open flames used for cooking in the Personal Landscape Area.
6. **Indemnification for Actions of Others.** Unit Homeowners shall hold the Association and other Unit Homeowners and Occupants harmless for the actions of their children, tenants, guest, pets, servants, employees, agents, invitees or licensees.
7. **Employees of Management.** No Unit Homeowner shall send any employee of the Manager off the property on any private business of the Unit Homeowner, nor shall

any employee be used for the individual benefit of the Unit Homeowner, unless in the pursuit of the mutual benefit of all Unit Homeowners, or pursuant to the special services for a fee to be paid to the Association.

8. **Increase in Rating.** Nothing shall be done or kept which will increase the rate of insurance on any buildings, or contents thereof, without the prior consent of the Executive Board. No Unit Owner shall permit anything to be done or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.
9. **Rules of Insurance.** Unit Owners and Occupants shall comply with the Rules and Regulations of the North Carolina Insurance Fire Rating Commission and with the rules and regulations contained in any fire and liability insurance policy on the Property.
10. **Reports of Damage.** Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the Manager or Executive Board by any person having knowledge thereof.
11. **Alternate Dispute Resolution.**

Section 1. Scope. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising between Owners or between Owners and the Association shall, upon the election and written consent of both parties to any such disputes, be submitted to Dispute Resolution as a prerequisite to commencement of a judicial proceeding. Dispute Resolution may be either Mediation or Arbitration.

Mediation. A process where an independent party assists the parties to reach their own settlement and agree on how to resolve their conflicts. Mediators do not make a decision for the parties. Fees for this type of Resolution are normally shared by the parties.

Arbitration. The next higher step in the Resolution process. Arbitrators decide the case for the parties. Arbitrators are usually Attorneys or retired Attorneys. They will listen to the parties, their arguments and claims and then write an award that decides the case. Parties may choose to use binding or non-binding arbitration. Binding means that the decision is final and, in most cases, cannot be contested or appealed. The prevailing party is normally awarded its cost and actual Attorney's fees.

Section 2. General Provisions. Any controversy or claim arising out of or relating to the Village Declaration, Bylaws, or Rules and Regulations, or any governing documents shall be resolved by Dispute Resolution, (where practicable), by a resolution service selected by the party that commences such action. The Board of Directors will maintain a selection of at least three (3) certified Attorneys.

Section 3. Action. A request for Dispute Resolution action will be submitted to The Villages at Swansboro, PO Box 210, Swansboro, NC. This request must state whether

Mediation or Arbitration is desired. If Arbitration, whether binding or non-binding. The Unit Owner will be given the list of available Attorneys. At that time, they will make the selection of their choice and make it known to the Association. The Association will contact the selected Attorney and make arrangements for date, time and place of meeting.