

MIDDLE SOUND VILLAGE HOMEOWNERS ASSOCIATION  
RULES AND REGULATIONS  
ADOPTED FEBRUARY 15<sup>th</sup>, 2024

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The Board of Directors has adopted the following rules and regulations in accordance with the Declaration of Covenants, Conditions, Easements, and Restrictions for Middle Sound Village (MSV) filed on July 26, 2017:

**Low-impact Development (LID) and Exceptional Design (EDZD) Requirements (Articles 5.4 & 15.3)**

- EDZD zoning requires engineered stormwater controls that must adhere to the NC Department of Environment and Natural Resources (NCDENR) Low Impact Development (LID) Manual
- LID stormwater controls ensure the reduction of polluted runoff by absorbing stormwater within the community rather than it entering storm drains
- Vegetation, landscaping, pervious concrete, and other permeable materials are necessary for stormwater to soak in to the earth before it has a chance to become runoff
- MSV stormwater permit restricts the amount of impermeable materials that may be used
- Gutter downspouts redirect water into rain barrels rather than into roads and stormwater drains
- All areas outside of individual home footprints are deemed common areas
- Irrigation systems are not permitted, and rain barrels may be utilized for watering vegetation when possible
- Homeowners that choose to keep their rain barrels will need to ensure that they are operating properly, water is properly directed, and regularly inspected. If rain barrels become a nuisance to neighbors, homeowners may be subject to fines and/or repairs at the owner's expense.
- Community-wide standards of upkeep and use of homes and lots must all adhere to LID and EDZD

**Traffic and Parking (NHC Fire Code, Covenants-Articles 12.2, 16.3, & Exhibit B p. 50-51)**

- Drivers shall drive cautiously and not exceed 10 MPH on any road or alley
- Per New Hanover County Fire Code, **on-street parking is prohibited** on streets **under 26 feet wide**, and the widest street in MSV is **19 feet wide**. Safety is a primary concern, especially in the front-half of the community where the flow traffic is the heaviest, two of the three alley-ways enter/exit onto sharp curves, school buses pick-up/drop-off, young children play in the park area, and large trucks enter/exit for Trash/US Mail/FedEx/UPS. Therefore, the following rules shall be enforced regarding on-street parking:
  - **Residents must park vehicles in garages and driveways**
  - **On-street parking is strictly prohibited overnight (12am-6am)**
  - **Temporary/visitor/overflow parking is available in nine visitors spots located throughout the community**

- **Vehicles parked on streets during the daytime for more than four hours without prior approval from the Association shall be subject to fines and/or towing at the owner's expense. If you know you will have guests that must utilize street parking when there are no visitor spots available, please communicate with the community for their awareness, as well as provide a timeline for the needed parking.**
  - If overflow parking options are not available and temporary on-street parking is necessary, parking shall be the sidewalk side of the roadway at all times and vehicles must be parked in the direction of the flow of traffic
  - Residents with driveways that support only one vehicle may park a vehicle parallel to the garage as long as it does not impede passing through the alley
  - No homeowner shall ever use overflow spots as long-term storage for personal or industrial vehicles
  - No vehicle shall ever block any street, roadway, alley-way, turns, or other access area
  - No vehicle shall ever be parked on community lawns or common areas
  - In the event that residents wish to entertain more visitors than community parking allows, residents are encouraged to partner with neighbors to utilize overflow parking, as well carpool/bike/walk to utilize nearby public parking options such as Ogden Elementary School or Middle Sound Nature Preserve
- Each home is to be used as a single family residence, and the number of vehicles shall not exceed the number of spaces available on the footprint of the home **(footprint is defined as the area that is utilized by the perimeter of the home and attached/detached structures. Parking lots, landscapes, and other non-building facilities are not included in the building footprint)**

**Lots and Landscaping (Covenants, Article 5.2 & Exhibit B p. 50-53)**

- The Association shall provide for the **maintenance** of all common areas, including routine landscaping adjacent to each dwelling
- At no time should any persons or pets enter the retention ponds or storm water systems
- Each homeowner is responsible for the **upkeep** of the lot adjacent to the dwelling, which is defined as the care and inspection of the landscaping (watering during dry periods, not parking on the grass, or any other actions that would negatively impact the landscaping)
- Lawn chairs, grills, propane tanks, and other recreational items should be stored out of sight when not in use
- Home exteriors, porches, and driveways should be kept clean and pressure washed as needed
- The following items are not permitted on any lot:
  - Boats, trailers, motorcycles, campers, passenger vans, golf carts, ATVs, recreational vehicles, industrial vehicles
  - Any activity that causes an unhealthy or unsafe condition, unpleasant smell, noise or otherwise creates a public or private nuisance
  - Use or discharge of fireworks or firecrackers
  - Fire pits or grills on any porch with a roof

- Permanently installed sports equipment
- Permanently installed irrigation systems
- Political signs
- Satellite dishes

### **Homes (Covenants, Articles 12, 17.2, Exhibit B p. 50)**

- Porches, decks, and gutters should be kept clean and free of debris
- Any business or trade conducted within a home should not be apparent or detectable by neighbors, and the business or activity must conform to all zoning requirements
- Real estate marketing signage must be approved by the Association
- Solicitations are strictly prohibited
- Any owner wishing to sell his/her home must notify the Board at least 7 days prior to listing their home for sale AND provide the name and address of the purchaser within 7 days of transfer of deed

### **Rain Barrels (Articles 5.1-5.2)**

- Homeowners shall ensure the upkeep of rain barrels (keeping the screen clean, hoses and spigots operating properly, open the spigots if out of town, ensure the barrel sits level on its pad)
- Overflowing or ill-maintained rain barrels can cause soil erosion around a home's foundation

### **Trash Carts and Collection (Covenants Exhibit B, p. 52)**

- All garbage, trash, and recycling should be kept in containers
- Containers should be stored in garages or out of direct view from any streetscape
- Containers should be inspected regularly and cleaned as needed

### **Pets/Waste (Covenants Exhibit B, p. 52)**

- No animals other than domesticated dogs, cats or other household pet shall be kept in any home or lot
- No pets may be kept or bred for commercial purposes
- Owners are required to clean up after their pet. Failure to clean up after your dog will result in fines after an initial notice, as per our community guidelines.
- Dogs are required to be on a leash at all times, with the exception of the dog park

### **Architectural and Design Standards (Covenants, Article 11)**

- Any permanent or temporary changes to dwellings or lots must be submitted and approved by the HOA Board via their account portal google form located on our Middle Sound Village webpage, to include changes to the existing structure or landscaping
- Changes to exterior paint colors must be approved by the HOA Board
- Any architectural or design request must be considered with regards to LID standards
- Any project started without approval shall be subject to a fine of \$100/day until a request is submitted and approved
- Projects that are approved and not completed within 60 days of approval will require another request be made prior to starting the project

### **Leasing of Units (Covenants Exhibit B, p. 53-54)**

- Homes may not be leased for a period of less than 180 consecutive calendar days
- No more than 20% of homes in the community may be leased at any given time
- New homeowners must reside in their homes for a minimum of one year before leasing
- No structure on any lot may be leased and no fraction or portion of any home may be leased separately from any portion of the home (i.e.; leasing of individual rooms)
- Any homeowner that leases must provide the Association with an executed lease in writing signed by the owner and tenant prior to occupancy by the tenant
- The Association must be given identifying information for tenants, to include email, phone numbers, and registered vehicles
- All leases must contain provisions requiring the tenant to comply with the Association documents, as well as providing the Board the right to exercise any and all remedies for violations under the Association Documents
- No home shall be used for the operation of timesharing, fraction-sharing, or similar program whereby the use and/or ownership rotates among multiple interests
- Any leasing activities that generate a level of vehicular or pedestrian traffic noticeably greater than what is typical of dwelling units may be subject to fines and/or action by the Association
- Any homeowner that leases a dwelling outside of these requirements shall be subject to a fine of \$100/day until the requirements are met

### **Compliance and Enforcement (Covenants, Articles 12.2, 16-17)**

- Any homeowner wishing to report a violation shall do so within 24 hours of occurrence via the account portal google form within our Middle Sound Village webpage
- Any homeowner in violation of these Rules and Regulations shall be notified immediately of the violation and potentially subject to fines:
  - **First notice: Warning via email and/or certified letter allowing 5 days to abate violation**
  - **Second notice for same infraction: \$50 fine**
  - **Third notice for same infraction: \$100 fine**
- Any homeowner may request a hearing in writing to consider the violation(s) and any potential fine within 15 days from the date of the notice

- Hearings shall be held within 30 days of receiving the request
- The Association may make notice of action to any insurer and/or guarantor of a first Mortgage in the event of delinquency in the payment of quarterly assessments or charges owed for a period of more than 90 days OR any default in the performance of an owner of any obligations under the Declaration or Bylaws which is not cured within 90 days
- Should the Association incur expenses in any action to enforce the Association documents, it shall be entitled to recover all costs, including but not limited to management fees, attorneys fees, postage, and court costs