



**BADIN SHORES  
RESORT**

# **RULES AND REGULATIONS**

September 9, 2023

# Table of Contents

<b>I. Authority, Power and Purpose</b> .....	<b>5</b>
<b>A. Authority and Powers</b> .....	<b>5</b>
<b>B. Purpose</b> .....	<b>5</b>
<b>C. Applicability</b> .....	<b>5</b>
<b>II. Behavior Standards</b> .....	<b>5</b>
<b>A. Homeowner, Guest and Visitor Behavior Standards</b> .....	<b>5</b>
<b>B. Complaint process</b> .....	<b>6</b>
<b>C. BSR Board of Directors Meeting - Homeowners Code of Conduct</b> .....	<b>6</b>
<b>III. General Rules</b> .....	<b>6</b>
<b>A. Address Identification</b> .....	<b>6</b>
<b>B. Alcohol and Illegal Drugs</b> .....	<b>6</b>
<b>C. Appearance and Maintenance – Homeowner Lots</b> .....	<b>7</b>
<b>D. Beach</b> .....	<b>8</b>
<b>E. Commercial Activity</b> .....	<b>8</b>
<b>F. Domestic Animals (Pets)</b> .....	<b>8</b>
<b>G. Fishing/Hunting</b> .....	<b>8</b>
<b>H. Pool</b> .....	<b>8</b>
<b>I. Quiet Hours / Curfew</b> .....	<b>9</b>
<b>J. Road Safety</b> .....	<b>9</b>
<b>K. Signs</b> .....	<b>9</b>
<b>L. Smoking</b> .....	<b>9</b>
<b>M. Weapons</b> .....	<b>10</b>
<b>IV. Regulations</b> .....	<b>10</b>
<b>A. Admittance to BSR Common Property</b> .....	<b>10</b>
a) Homeowner Vehicle Bar Code Stickers Entry .....	<b>10</b>
b) Company Vehicles Entry .....	<b>10</b>
c) Boats and Watercrafts and Associated Trailers Entry.....	<b>11</b>
d) Homeowners and Visitors without Bar Code Stickers Entry.....	<b>11</b>
e) Lessee Entry .....	<b>11</b>

f) Temporary Visitors Entry .....	12
g) Permanent Visitors Entry .....	12
h) Restaurant Patrons Entry .....	12
<b>B. Use of BSR Common Property.....</b>	<b>12</b>
a) Boat Day Slips and Boardwalk.....	12
b) BSR Clubhouse and Pavilions Use and Rental.....	13
c) BSR Pre-Approved Functions.....	13
d) Homeowner Private Function Rental.....	13
e) Rental Deposit Refund .....	13
f) Rental Cancellation.....	14
g) BSR Office Lounge .....	14
• All Vehicles.....	14
• Boat and Watercraft Trailers .....	14
i) Fitness Center .....	15
j) Laundry Facilities .....	15
k) Pool and Bathhouse .....	15
• Hours.....	15
• Admission .....	15
• Recreational Vehicles (Temporary) .....	16
• Motorized Vehicles.....	16
• Golf Carts and Utility Vehicles .....	16
• Bicycles.....	17
• Community Disposal Resource .....	17
• Yard Waste.....	17
<b>C. Past Due Accounts.....</b>	<b>17</b>
<b>D. Rental of Lots .....</b>	<b>18</b>
<b>E. BSR Committees.....</b>	<b>19</b>
• Committees.....	19
• Committee Membership .....	19
• Code of Conduct.....	20
<b>F. Compliance and Enforcement.....</b>	<b>20</b>
• <b>Responsibilities.....</b>	<b>20</b>
• Enforcement.....	21
• Adjudication Process.....	21



## **I. Authority, Power and Purpose**

### **A. Authority and Powers**

1. The Board of Directors of Badin Shores Resort Owners Association (“BSR”) has been vested with the authority to develop, implement and enforce a general scheme of rules and regulations for BSR that shall be consistent with the BSR Declaration of Covenants (the “Declaration”) and By-Laws of Badin Shores Resort Owners’ Association (the “By-Laws”). The rules and regulations set out herein (the “Rules and Regulations,”) are established by the Board of Directors pursuant to the powers thus granted under the governing documents and NCGS §47F.

### **B. Purpose**

1. The purpose of the Rules and Regulations is (1) to assure equitable and safe access to BSR services, social and recreational activities, and BSR facilities for each Homeowner of BSR (“Homeowner” as used herein shall include a Homeowner’s family (as defined in the BSR Declaration of Covenants and Restrictions for Badin Shores Resort Owners’ Association, Inc.); (2) to establish a fair, impartial method for enforcing all rules and regulations, and (3) to maintain a structure to manage BSR Common Property and charge authorized user fees and violation penalties.

### **C. Applicability**

1. BSR Rules and Regulations shall govern the access and use of all BSR’s facilities, Common Property, amenities and services (herein, collectively “Common Property”) and shall apply to and be enforceable as to the Homeowners, families of Homeowners, all categories of visitors and rental occupants. All Homeowners, families of Homeowners and visitors are expected to be familiar with the rules and regulations established herein regulating the use of the Common Property and services so that the high standards of BSR may be maintained and the overall comfort and convenience of such persons promoted.

## **II. Behavior Standards**

### **A. Homeowner, Guest and Visitor Behavior Standards**

1. Homeowners, guests and visitors are expected to behave in an appropriate and courteous manner consistent with BRS Rules and Regulations. Inappropriate or offensive behavior may result in the suspension of services and privileges and/or imposition of a fine. Homeowners are responsible and accountable for their guest and visitor compliance with BSR Rules and Regulations. (BSR Declaration of Covenants and Restrictions – Section 8.14)

2. The use of Common Property is conditional upon the compliance with all BSR Rules and Regulations. Disciplinary action will be taken against all those subject to these Rules and Regulations for any and all violations of these Rules and Regulations. (BSR Declaration of Covenants and Restrictions – Section 8.15)

3. Harassment or abuse (physical, sexual, verbal or otherwise) of any BSR Employee, BSR Board of Directors (BOD) Member, BSR Contractor, or BSR Volunteer is prohibited. Homeowners and guests will not reprimand or discipline or attempt to discipline any BSR employee for any reason.

4. Complaints, criticisms or suggestions concerning employee service should be in writing, signed and addressed to the Operations Manager or President of the BSR Board of Directors. (See Section B – Complaint Process)

5. No Homeowner, Guest or Visitor may request or require special personal services from any employee of BSR. (BSR Declaration of Covenants and Restrictions – Section 1.4 and 1.5)

6. No Homeowner, Guest or Visitor may use Common Property or BSR equipment, tools or materials for personal use or profit. (BSR Declaration of Covenants and Restrictions – Section 1.4 and 1.5)

## **B. Complaint process**

1. Homeowner complaints related to concerns and potential violations of the Bylaws, Declaration of Covenant and the BSR Rules and Regulations should be submitted in writing to the BSR Operations Manager or BSR Board of Directors President. Lessee and visitor complaints should be issued through the sponsoring Homeowner.

2. Upon receipt of a complaint, BSR staff shall review the content for jurisdiction and when finding authority, assign the complaint for investigation.

3. Complaints received alleging violation outside the jurisdictional authority of the BSR shall notify the complainant it does not fall in BSR authority.

4. The Board shall notify the complainant and the respondent in any written complaint filed with the Board of the disposition of the case.

## **C. BSR Board of Directors Meeting - Homeowners Code of Conduct**

1. No one is permitted to speak to the BSR BOD during a meeting unless recognized by the BSR BOD President or Chair.

2. No demonstrations, including cheering, yelling, whistling, handclapping and foot stomping which disrupts, disturbs or otherwise impedes the orderly conduct are permitted.

3. Homeowners may register in advance to speak during a comment period (if included in the meeting agenda):

- a) Those who wish to speak must sign up in writing (on a sheet provided by the BSR BOD at the meeting time) prior to town hall or comment period. Homeowners must provide first and last name, lot number and the subject matter upon which they wish to speak.
- b) Addressing the BSR BOD shall be limited to (3) minutes unless such time is ended by the BSR BOD President for good cause.
- c) Once recognized by the BSR BOD President/Chair, Homeowners are required to speak from podium and must state full name, lot number and the subject matter you are addressing
- d) Home owners shall speak in a civil and courteous manner; and may not yell, scream or use inappropriate language.
- e) BSR BOD Members are not expected or required to respond, answer questions or ask questions
- f) Those in attendance will respect the rights of others and shall not create noise or other disturbances so as to disrupt or disturb persons who are addressing the BSR BOD, or otherwise impede the orderly conduct of the comment period.
- g) Only Homeowners address the BSR BOD during a comment period. Guests, Visitors or Lessees may not be recognized.

4. The BSR BOD has the authority to amend the Homeowner's Code of Conduct as any time.

## **III. General Rules**

### **A. Address Identification**

1. Homeowners are required to post a sign that displays both the Montgomery County 911 address and the BSR lot number. The sign must be clearly visible from the street. The 911 address should be displayed above and the BSR lot number below.

### **B. Alcohol and Illegal Drugs**

1. BSR will, at all times, comply with the provisions of North Carolina law respecting the possession and consumption of alcoholic beverages and illegal drugs, including without limitation, those provisions found in NC GS Chapters 90-95 and Chapter 18B.

2. Persons committing disturbances or who appear to be intoxicated or under the influence shall not be permitted to enter BSR, or to remain at Common Areas or facilities. (BSR Declaration of Covenants and Restrictions – Section 8.8)
3. No display of alcohol or illegal drugs is permitted on the Common Property.

### **C. Appearance and Maintenance – Homeowner Lots**

1. Each Owner shall keep their Lot in a clean, healthful, and safe condition and appearance. (BSR Declaration of Covenants and Restrictions – Section 8.13)
2. No noxious, dangerous, illegal, unreasonable or disturbing activities shall be permitted. (BSR Declaration of Covenants and Restrictions – Section 8.8)
3. No nuisance shall be allowed nor any use or practice which is the source of annoyance or which interferes with the peaceful possession or proper use of the Property. (Declaration of Covenants and Restrictions – Section 8.5)
4. No open fires of any kind, including those for burning of rubbish and debris, shall be permitted except within a metal or pottery cooking, barbecuing or brazing device or within a masonry fireplace, barbecue or fire pit. Fires must be attended by an adult at all times and must be thoroughly extinguished by wetting or burying upon completion of their use. (BSR Declaration of Covenants and Restrictions – Section 8.8)
5. No wrecked, abandoned, discarded or junked vehicles, trailer, watercraft, equipment or material of any kind shall be placed or be permitted to remain on any site. (BSR Declaration of Covenants and Restrictions – Section 8.11)
6. No live trees being larger than six (6) inches in diameter shall be removed from any lot without the prior permission of the BSR Board of Directors (BSR Declaration of Covenants and Restrictions – Section 8.10)
7. Lot and items within the boundary of the lot are to be maintained in a sanitary condition, free of trash, construction debris, household waste, excessive pet waste and plant debris (such as leaf piles, brush piles, tree limbs).
8. No garbage of any kind is to be stored on lot.
9. No hazardous chemical or materials may be stored on lot.
10. All structures will be clean of mold, mildew, tree sap, etc.
11. Tarps may be used as temporary storage cover for no more than 15 days (excluding watercraft and golf carts).
12. No open storage of equipment is allowed on lot.
13. No building materials are to be stored on lot more than 15 days following completion of project
14. During construction, weekly clean-up is to be completed by homeowner or contractor.
15. Firewood for enclosed fire pits must be kept in an orderly fashion.
16. No Homeowner vegetation may overgrow onto the boardwalk, onto any BSR street signs or other park signs, or onto the streets from any lot.
17. All items and structures within the boundary of a lot are to be maintained and free from any safety hazard. This includes wall structures, decks, stairs, sheds and tree hazards.
18. All vehicles (including golf carts) are to be in running order with both a current registration and identification (lot numbers).
19. No storage of gasoline engine vehicles (cars, boats, golf carts, etc.) under living area of unit unless the storage area is fire proofed.
20. Grass/weeds may not exceed 10 inches in height.
21. Parking areas, if graveled, should be free of weeds.
22. There shall be no permanent clothes lines, outside toilets, outside full-size refrigerators (over 15 cubic feet), appliances or furniture (other than furniture designed for outside use) allowed on the owner's deck, covered deck or lot.

23. Above ground pools are not allowed on any property owner's lot. Temporary children's wading pools are allowed, but must be emptied when not in use.
24. Items such as lawn mowers and garden hoses are to be properly stored.
25. No owner shall divert the natural flow of water onto the adjoining lot.
26. No drilling or excavation of any kind is allowed without prior BSR approval (see BSR Building Regulations for additional information)

#### **D. Beach**

1. No fishing is permitted.
2. No glass containers or items permitted (sand area)
3. Appropriate swim attire must be worn at all times while at the Pool or Beach

#### **E. Commercial Activity**

1. No commercial activity shall be conducted on or from any Lot unless it is beneficial to the majority of the membership and approved by the Board of Directors (such as yard sales). (BSR Declaration of Covenants and Restrictions – Section 8.6)
2. No visual signs or advertisements proclaiming a commercial activity on the Lot shall be permitted. (BSR Declaration of Covenants and Restrictions – Section 8.6).

#### **F. Domestic Animals (Pets)**

1. Household pets, limited to dogs, cats and birds may be kept on sites provided they are not raised, bred, or kept for commercial purpose. (BSR Declaration of Covenants and Restrictions – Section 8.2)
2. Domestic animals must be under control at all times and are not permitted to create a public health or noise nuisance. (BSR Declaration of Covenants and Restrictions – Section 8.2)
3. Domestic animals are not allowed on the Beach (sand area) or Pool Area (inside the gate) or in any Recreational Area. (BSR Declaration of Covenants and Restrictions – Section 8.2)
4. Dogs shall be kept on leashes when not otherwise confined physically to the owner's lot. (BSR Declaration of Covenants and Restrictions – Section 8.2)
5. No domestic animals (pets) may be tied by leash outside Beach, Pool or Fitness Center.

#### **G. Fishing/Hunting**

1. Fishing is only permitted on the BSR fishing pier and along the BS boardwalk subject to all NC Wildlife Rules and Regulations.
2. Only catch and release fishing is permitted in the small pond near the entrance to BSR.
3. Cleaning fish is not permitted on the Common Property.
4. Hunting on Common Property is prohibited.

#### **H. Pool**

1. Admission to the pool area is by wristband only.
2. All persons must shower prior to entering the pool area. (NC Law 15a NCAC 18a.2500)
3. All children under the age of fourteen (14) and any children in the kiddie pool area must be accompanied by an adult at all times (NC Law)
4. Infants and toddlers who are not fully potty-trained must wear swim-diapers or rubber pants while in the water.
5. Appropriate swim attire must be worn at all times while at the Pool or Beach.
6. No DIVING or FLIPS allowed.
7. No running or using profanity.
8. No smoking is allowed between the painted lines (within 10 feet of the pool) and the pool or within 5 feet of the kiddie pool.
9. No glass containers allowed in pool area (inside pool fence) (NC Law)
10. No pets allowed in pool area (inside fence).



11. All furniture must remain behind the designated painted line at all times.
12. No person within the pool area shall behave in such a manner as to jeopardize the safety and health of himself/herself or others.
13. Only water toys designed for pool use will be allowed in the pool including toys that are thrown.
14. Items left unattended for over an hour may be removed from the pool or bathhouse and placed in the Lost and Found (located at Pool Entrance)

#### **I. Quiet Hours / Curfew**

1. Montgomery County's Noise Ordinance applies to BSR.
2. Quiet Hours are as follows:
  - a) Sunday through Thursday: 11:00 pm to 6:00 am
  - b) Friday and Saturday 12:00 am to 6:00 am
  - c) Holidays (except New Year's Eve and New Year's Day): 12:00 am to 6:00 am
  - d) New Year's Eve and New Year's Day: 1:00 am to 6:00 am
3. Individuals under the age of 16 must be accompanied by a Homeowner between 11:00 pm and 6:00 am with the exception of being on public roads.
4. Overnight Sleeping is not permitted on the Common Property.

#### **J. Road Safety**

1. Speed limit for all vehicles is 10 miles per hour on BSR Common Property.
2. Speeding and reckless driving are prohibited
3. Operating a vehicle (including golf carts and utility vehicles) without a license is not permitted.
4. Any motor vehicles which create loud and obnoxious noises shall not be operated in BSR (Declaration of Covenants and Restriction – Section 8.12)
5. It is the sole responsibility of Owner to provide liability coverage on all vehicles. BSR has no responsibility or liability for any damage to property or personal injury resulting from an uninsured vehicle of any type. (Declaration of Covenants and Restrictions – Section 8.12)

#### **K. Signs**

1. No signs, other than "for sale" signs only, shall be displayed on any lot, any vehicle, marine vehicle or utility vehicle. (BSR Declaration of Covenants section 8.3 & 8.6)
2. Only "for sale" signs issued at no charge by BSR may be displayed. Signs may not be larger than 12" x 18". (BSR Declaration of Covenants and Restrictions - Section 8.3 & 8.6)
3. Only one BSR sign per lot may be displayed unless a lot is a corner or waterfront lot, then two (2) signs may be displayed. (BSR Declaration of Covenants and Restrictions - Section 8.3 & 8.6)
4. Signs are to be placed on the lot so it does not pose a hazard for road travel. No visual signs or advertisements proclaiming a commercial activity on a lot shall be permitted. (BSR Declaration of Covenants and Restrictions - Section 8.3 & 8.6)
5. No other for sale signs are allowed. (BSR Declaration of Covenants and Restrictions - Section 8.3 & 8.6)
6. Notwithstanding the BSR Declaration of Covenants and Restrictions (Section 8.3 & 8.6), the BSR BOD approves the use of additional designated size signs to include only street address and lot number, realty for-sale, building permit and contractor identification (only during the time of construction), commercial vehicle identification, decorative decor, and decorative flags.

#### **L. Smoking**

1. Smoking is prohibited inside any BSR Building or enclosed structure, including the use of electronic cigarettes/vaporizers, except in designated areas.

## **M. Weapons**

1. No weapons, BB guns, pellet guns, knives, sling shots, bows and arrows, and other dangerous weapons may be operated on Common Property.
2. No open carry is permitted on Common Property.
3. No firearms shall be discharged on Common Property except in the lawful protection of human life. (BSR Declaration of Covenants and Restrictions – Section 8.8)

## **IV. Regulations**

### **A. Admittance to BSR Common Property**

#### **a) Homeowner Vehicle Bar Code Stickers Entry**

- 1) Homeowners with a current vehicle registration in their name will be issued a vehicle entry bar code sticker. In the case the lot is owned by an entity, the resident must have a signed document stating that he/she is an authorized representative of the entity before he/she will receive a sticker.
- 2) Two (2) barcode stickers are given free of charge to each lot at time of lot purchase (one time only). Two (2) additional barcode stickers may be purchased for \$10.00 per sticker for additional owners. Each deeded lot may have a maximum of 4 barcode stickers. Only vehicles registered to the deeded lot owner may have bar code stickers.

#### **EXCEPT:**

-If the deeded lot is under a 12 month or longer lease that is on file in the BSR office and the deeded homeowner requests in writing their lease holder to use one of the lot's allowed (4) barcodes.

A) The vehicle must be registered in the Lease Holder's name.

B) To maintain use of the Lease Holder barcode, a current lease must be maintained in the Badin Shores Office each calendar year.

- 3) Barcode stickers must be permanently affixed on the driver's side of vehicle window glass, per the instructions.
- 4) Vehicles not properly identified on Common Property (with a pass or bar code) may be towed at the owner's expense.

#### **Golf Cart and UTV Bar Code Stickers**

1) Homeowners with a current Badin Shores Resort Golf Cart/ UTV registration / inspection in their name can request up to (2) Vehicle Entry Barcodes at a cost of \$10 each.

2) Barcode stickers must be permanently affixed on the driver's side roof enclosure pole on the Golf Cart/UTV. If the Golf Cart/UTV does not have a pole to affix the barcode, it will be excluded from being able to have a barcode.

3) To maintain use of the barcode on the Golf Cart/UTV, the homeowner must complete the Badin Shores registration/ inspection annually, due no later than May 31 each year.

#### **b) Company Vehicles Entry**

- 1) Barcode sticker may be issued to a homeowner who drives a company vehicle if the owner of the vehicle issues a statement on company letterhead stating that the homeowner is the only person that drives the company vehicle.

- 2) Barcode stickers must be permanently affixed on the driver's side of vehicle window glass, per the instructions.

**c) Boats and Watercrafts and Associated Trailers Entry**

- 1) All Homeowner boats, watercraft and associated trailers must be registered with the BSR Office (BSR Owner's Information Form).
- 2) All Homeowners boats and watercraft trailers must have the Homeowners Lot Number displayed in three (3) inch contrasting color on both sides of the trailer tongue near the trailer hitch.
- 3) Homeowners with a registered vehicle (with bar code sticker) and a BSR registered or watercraft and trailer (with Lot numbers) (BSR Owner Information Form) are permitted to enter BSR through the Homeowner's automatic gate.
- 4) Any boat, watercraft and trailer not registered in the office must enter through the Visitor Gate and will be required to pay use fee of fifty (\$50.00) per trailer. The fee is charged daily.
- 5) Any boat or Jet Ski that is registered (Owners Information Form) in the office and being towed by a registered visitor is exempt from paying the use fee upon verification of registration. Trailer must have the owner's lot number.
- 6) Visitor's having paid the daily use fee may obtain a one hour "gas pass" from security to leave BSR and re-enter within one hour without having to pay an additional fee.

**d) Homeowners and Visitors without Bar Code Stickers Entry**

- 1) Homeowners and visitors without bar code stickers shall enter through the visitor side of the security gates.
- 2) Visitors must be preapproved for entry by the Homeowner or must be identified on the Homeowner's guest list.
- 3) Homeowners and all Visitors without bar codes stickers must show proper ID to enter BSR. All vehicle occupants (over the age of 18) will be expected to show proper ID at entry.
- 4) Homeowners and all Visitors will be issued a temporary car pass. Car passes must be displayed at all times or vehicles may be subject to towing at the owner's expense.
- 5) Homeowners are responsible for visitor compliance with BSR Rules and Regulations.

**e) Lessee Entry**

- 1) Lessees must enter through the visitor's side of the security entrance.
- 2) Lessees will be provided a hanging tag to be displayed (must be visible) on the rear-view mirror at all times. Vehicles without a hanging tag may be towed at the owner's expense.
- 3) Failure to comply with Lessee Admittance rules may result in the vehicle being towed at owners' expense.
- 4) Homeowners are responsible for all Lessee's compliance with BSR Rules and Regulations

#### **f) Temporary Visitors Entry**

- 1) A temporary visitor is defined as someone who is not identified on an owner's permanent visitor list. Temporary visitors are permitted by the homeowner on a time limited basis.
- 2) Temporary Visitors will be provided a hanging tag to be displayed (must be visible) on the rear-view mirror at all times. Vehicles without a hanging tag may be towed at the owner's expense.
- 3) Contractors and Service Providers are considered to be Temporary Visitors.
- 4) Prior to the visitor's arrival, the Homeowner must notify the Guardhouse of the visitor's name along with both arrival and departure dates. Security will verify Homeowner identify prior to adding the guest to the temporary visitor list.
- 5) During holiday periods, all visitors should be registered with the Guardhouse 24 hours in advance.
- 6) Homeowners are responsible for all visitors' compliance with BSR Rules and Regulations.
- 7) All vehicle occupants (over the age of 18) will be expected to show proper ID at entry.

#### **g) Permanent Visitors Entry**

- 1) Homeowners may provide a permanent list of visitors to the BSR Business Office prior the arrival of the visitor(s).
- 2) The permanent list shall consist of no more than 10 individual visitors.
- 3) Individuals identified on the list will be allowed on Common Property even in the homeowner's absence.
- 4) Permanent list visitors may be modified by the homeowner at any time by contacting the BSR Office.
- 5) Homeowners are responsible for all visitors' compliance with BSR Rules and Regulations. Hanging vehicle pass must be visible.

#### **h) Restaurant Patrons Entry**

- 1) Anyone over the age of 16 must provide proper identification prior to receiving a Restaurant Pass.
- 2) A restaurant pass will not be issued during a Holiday period as defined by the Board of Directors and/or identified in the Restaurant Vendor Contact.
- 3) Restaurant Patrons are only allowed access to the Restaurant and are subject to towing if located in any other area. Vehicle hanging restaurant pass must be visible at all times.

### **B. Use of BSR Common Property**

#### **a) Boat Day Slips and Boardwalk**

- 1) Day slips are available for temporary mooring on a first come basis for no longer than three (3) hours.
- 2) No boats or watercraft are permitted to be tied or moored directly to the BSR Boardwalk at any time or location.

- 3) No boat or watercraft is permitted to be tied across the Boardwalk (to an anchor point) at any time or location.

#### **b) BSR Clubhouse and Pavilions Use and Rental**

- 1) The BSR Clubhouse or the BSR Pavilions may be rented only by BSR Homeowners.
- 2) The BSR Clubhouse or the BSR Pavilions cannot be rented on any holiday period except as approved by the BSR Board of Directors.

#### **c) BSR Pre-Approved Functions**

- 1) No rental fee will be charged for pre-approved functions held by any BOD recognized Group when all Homeowners are invited to attend with the prior approval of the BSR Board of Directors. The function must be advertised on the BSR website and posted on the marquee no less than 7 days prior to the event. The event sponsor will be responsible for posting and removing from the marquee.
- 2) Reservations must be made in advance to allow for the approval process to be completed.
- 3) BSR Events Committee activities will have priority with any scheduling conflict.

#### **d) Homeowner Private Function Rental**

- 1) Homeowners may reserve the BSR Clubhouse or BSR Pavilions for a private nonprofit function with prior BSR Board of Directors approval.
- 2) Reservations must be made in advance to allow for the approval process to be completed.
- 3) BSR Events Committee activities will have priority with any scheduling conflict.
- 4) The BSR Clubhouse or BSR Pavilions may not be rented for Homeowner for-profit events.
- 5) The maximum rental period for the BSR Pavilion is 4 hours.
- 6) Homeowners will be charged a \$200.00 refundable deposit for both the BSR Clubhouse and Pavilion. The rental fee will be based on the number hours reserved (see below):  
\$50.00 for rental up to 4 hours; \$100.00 for rental between 4 and 8 hours \$150.00 for rental longer than 8 hours
- 7) The rental is not secure until the homeowner receives written confirmation of the receipt of the completed rental form including BSR Board of Directors approval, fee and refundable deposit from BSR. Rental forms are available through the BSR Office.
- 8) Homeowners renting the clubhouse for more than 8 hours may be granted early access to the Clubhouse (for setup) based on availability. Homeowners must contact the BSR Office, in advance, for approval. Early access is subject to availability.
- 9) The Board of Directors will consider waiver of the rental fees for charitable events.

#### **e) Rental Deposit Refund**

- 1) Rental deposits will be refunded provided there is no damage and the facility has been cleaned and all trash removed as outlined on the Clean-Up Checklist. The Clean-Up Checklist is available through the BSR Office.
- 2) Any damages or clean-up costs will be charged against the deposit.
- 3) Immediately after the event, the Homeowner is responsible for cleaning and returning the clubhouse to original condition.
- 4) At the time of rental, the Homeowner must arrange for the Operations Manager (or designee) to inspect the condition of the Clubhouse following the event and cleanup.
- 5) Failure to comply with all rules, cleanup and inspection will result in loss of the deposit fee.
- 6) Following an approved inspection, the BSR Office will shred the deposit check unless other arrangements are made in advance.

**f) Rental Cancellation**

- 1) Rental reservation must cancel seven (7) calendar days prior to the event to receive a refund.
- 2) Cancellations must be in written form.
- 3) Failure to do so may result in the Homeowner member forfeiting the fee.

**g) BSR Office Lounge**

- 1) The BSR Office Lounge may be reserved for meetings or small gatherings with prior permission from the BSR Office.

**h) Designated Parking**

**• All Vehicles**

- 1) All motorized forms of transportation must be parked in the designated areas on Common Property.
- 2) No parking on grass on Common Property.
- 3) Parking is NOT permitted on streets unless authorized by the Board of Directors during a special event.
- 4) Only Marina Patrons are permitted to park in spaces adjacent to the Marina Restaurant during operational hours.
- 5) Additional Unrestricted Extended Parking (a maximum of seventy-two (72) hours) is available for non-commercial vehicles in the gravel area between the Chapel and the Clubhouse and the gravel lot on Grandview.
- 6) After 72 hours, any vehicle, water craft, or trailer must leave (removed from common property). An extended period may be granted on a case-by-case (extenuating circumstance) by the Operations Manager.
- 7) Vehicles in violation may be subject to towing at the owner's expense.

**• Boat and Watercraft Trailers**

- 1) All Homeowner boat and watercraft trailers must have the Homeowner's Lot Number displayed in three (3) inch contrasting color on both sides of the trailer tongue near the trailer hitch. All trailers must be operational.

- 2) Only Homeowners with both lot numbers displayed on the boat trailer attached to a tow vehicle with a displayed valid homeowner barcode or Homeowner Pass are permitted to be parked in the Marina Boat Parking Lots on Marina Drive and Badin View Drive.
- 3) Visitors and guests may not park their watercraft trailers and/or vehicles in the Marina Boat Parking Lots on Marina Drive and Badin View Drive.
- 4) Unrestricted Extended Parking (a maximum of seventy-two (72) hours) is available for Watercraft and Empty Trailers in the gravel area between the Chapel and the Clubhouse and the gravel lot on Grandview.
- 5) After 72 hours, any vehicle, water craft, or trailer must leave (removed from common property). An extended period may be granted on a case by case (extenuating circumstance) by the Operations Manager.
- 6) Vehicles in violation may be subject to towing at the owner's expense.

#### **i) Fitness Center**

- 1) Anyone under the age of 18 must be accompanied by an Adult.
- 2) Shirts and athletic shoes must be worn in the Fitness Center.
- 3) Equipment is first come, first serve.
- 4) A 30-minute time limit must be observed when others are waiting.
- 5) No food is allowed in the Fitness Center with the exception of water bottles.
- 6) Homeowners and Lessees (with a valid Lease on file in the BSR Office) may obtain a permanent key from the BSR Office for a \$5.00 fee.
- 7) Temporary access is available with a key obtained at the Guard House in exchange for valid identification that will be returned when the key is returned.

#### **j) Laundry Facilities**

- 1) The laundry facilities are available for convenience twenty-four (24) hours a day.
- 2) Users must clean up after themselves.
- 3) Clothes should not be left unattended. Clothes left unattended will be discarded.
- 4) Washing Machines and Dryers shall not be overloaded.
- 5) All maintenance requests should be reported to the BSR Office.
- 6) BSR is not responsible for lost or damaged clothes.

#### **k) Pool and Bathhouse**

- 1) All persons using the pool do so at their own risk.
- 2) Refer to BSR Rules and Regulation: Section C for specific Pool Rules.
- 3) The Pool season will be determined by the annual permit.

##### **• Hours**

- 1) The pool and bathhouse hours are established by BSR Operations Manager consistent with established quiet hours. Hours will be posted outside the pool and bathhouse.

##### **• Admission**

- 1) Admission to the pool area is by wristband only.
- 2) Each pool season, Homeowners and Lessees (with a valid Lease on file in the BSR Office) will receive eight (8) seasonal wristbands per Lot. Bands will be available through the BSR Office with valid picture identification.
- 3) Broken wristbands will be replaced at no charge.
- 4) A lost wristband may be replaced for a fee of \$20.00.
- 5) Homeowners and Lessees (with a valid Lease on file in the BSR Office) may obtain four (4) additional temporary disposable bands per Lot at no charge. Homeowners may purchase up to four (4) additional temporary disposable bands for \$2.00 each per week.
- 6) Temporary bands are only valid for seven days.

## **I) Transportation**

### **• Recreational Vehicles (Temporary)**

- 1) Homeowners may park one recreational vehicle (travel trailer, 5<sup>th</sup> wheel, tent camper, motorhome) on an existing lot for up to 72 hours solely for purpose of loading, unloading or repair.
- 2) Temporary Recreational vehicles may not be occupied as a dwelling during the temporary period.
- 3) Any Recreational Vehicle intended to be used as permanent dwelling must conform to BSR Building Rules and Guidelines.

### **• Motorized Vehicles**

- 1) Any vehicle requiring registration and tag by the State must have a current registration and tag in order to operate on Common Property.
- 2) The operator of any motorized form of transportation must hold a valid operator's license with endorsement (if required) or a learner's permit when accompanied by a licensed driver to operate within Common Property.
- 3) Unregistered mini bikes, motor bikes or motor scooters, along with ATVs and go-carts, are not permitted on Common Property.

### **• Golf Carts and Utility Vehicles**

- 1) Homeowners and Lessees residents with a valid lease are permitted to operate Golf Carts and Utility Vehicles on Common Property.
- 2) Visitors are NOT permitted to bring in golf carts or UTVs for use on Common Property.
- 3) Golf Carts and Utility Vehicle must display (3) three-inch numbers of contrasting color identifying the Homeowner's or Lessee's Lot Number.
- 4) Lot Number must be visible on both sides, or front and back of the Golf Cart/Utility Vehicle.
- 5) Operators must hold a valid driver's license.
- 6) Golf Carts and Utility Vehicles must be registered with the BSR Office prior to operation on the Property.



- 7) All drivers and passengers must remain seated at all times.
- 8) Operational headlights and rear lights (or rear reflectors) are required to be on while operating a Golf Cart or Utility Vehicle between dusk and dawn.
- 9) The Board and Management, operating as the agents of the owners, voted to enact the policy BSR yearly stickers, after providing valid liability insurance, for golf carts. The Board decided on a \$10.00 annual registration fee. Registration must be completed by **May 31<sup>st</sup>** each calendar year.

- **Bicycles**

- 1) Operational reflectors are required on a bicycle between dusk and dawn.
- 2) No operation of bicycles on Common Property with the exception of roads, parking areas, and the ballfield.

### **m) Waste Disposal**

- **Community Disposal Resource**

- 1) Waste Disposal Containers located on Ball Park Road is for disposal of household garbage only.
- 2) The following items are not permitted to be disposed of in the community wide waste disposal containers:
  - Construction Materials
  - Appliances and Electronics
  - Furniture and Mattresses
    - Scrap Metal
    - Batteries (any type)
  - Yard waste (limbs, leaves, etc.)
    - Flammable Materials
      - Tires

- **Yard Waste**

- 1) All yard waste, including loose leaves, must be taken to the brush pile on the hill behind from the pond.

### **C. Past Due Accounts**

- 1) Homeowner association assessments are due on the first day of each quarter.
- 2) A late fee of \$20.00 will be assessed on the first day of the following quarter should a full payment of assessments is not received by the end of the quarter.

- 3) Should a full payment of assessments remain outstanding by the fifteenth day (15th) of the following quarter:
  - The account will be turned over to our attorney for collections. Once turned over to the attorney, all payments must be handled through the attorney, not the office, with no exceptions.
  - A block will be placed on the account at the bank and no payments will be accepted through the normal drop box process.
  - The Association will not grant any building permits to a homeowner with an outstanding balance.
- 4) If full payment of assessments is still outstanding by the twenty-eighth (28th) day of the following quarter, the following actions will be taken against a homeowner:
  - Homeowner's privilege to rent park amenities will be suspended.
  - Bar codes will be deactivated such that entrance privileges will be limited.
  - Guest privileges will be limited. No guest, including the privileged list, will be allowed into the park unless accompanied by the homeowner.
  - Your current quarter assessments are also due at this time and need to be paid prior to the end of the current quarter to avoid further late fees, attorney fees, penalties, etc.
- 5) If full payment of assessments is still outstanding by the twenty-eighth (28th) day of the following quarter, a hearing will be scheduled to determine if the following actions will be taken against a homeowner:
  - Water will be locked off. A one hundred dollar (\$100.00) service fee will be charged to unlock the water which must be paid prior to the association restoring this service to the homeowner.

#### **D. Rental of Lots**

- 1) All leases must be registered with the Association office prior to occupancy of the premises. (BSR Declaration of Covenants and Restrictions – Section 7)
- 2) A fee, as set by the Board of Directors, shall be assessed to record lease agreement to defray administrative cost. (BSR Declaration of Covenants and Restrictions – Section 7)
- 3) The Association will provide a rental/lease agreement form for lessor and lessee whereby all interested parties shall agree to abide by all Covenants, By-laws and Rules and Regulations of the Association in accordance with all-applicable Federal, State, and Local laws or ordinances. (BSR Declaration of Covenants and Restrictions – Section 7)
- 4) Lease shall not exceed a period of twelve months from time of onset and may be renewed provided that all previous provisions of this section

have been followed. (BSR Declaration of Covenants and Restrictions – Section 7)

- 5) During the period of lease the Owner shall be entitled to enter the Park for purposes of attending meetings, voting, to ensure proper maintenance of the property, and for any other purpose for the good of the Association. If, however, the Owner owns an additional lot or lots that are not leased, all normal privileges are applicable. (BSR Declaration of Covenants and Restrictions – Section 7)
- 6) If the Lessee fails to honor the provisions of the lease agreement which encompasses the Covenants, By-laws, and applicable Federal, State, and Local laws and ordinances, and the Rules and Regulations of the Association, the Board of Directors, or its assigns, shall utilize legal recourse to effect eviction of the Lessee. (BSR Declaration of Covenants – Section 7)

## **E. BSR Committees**

### **• Committees**

- 1) The Board of Directors may designate one or more committees, which, to the extent provided in the resolution designating such committee, shall have the power of the Board of Directors in the management of the business and affairs of the Association (BSR By-Laws - Article IV – Board of Directors - Section 2F)
- 2) The Board of Directors will establish each committee, by resolution, annually unless otherwise stated in the resolution. The authority (power) of any committee will be limited to that which is described in the resolution establishing the committee. Each committee will report directly to the BSR Board of Directors. In addition, each committee will keep regular minutes of their proceedings to be available upon request.

### **• Committee Membership**

- 1) Each committee will consist of at least three (3) members of the Association, one of whom shall be a Director (BSR By-Laws - Article IV – Board of Directors - Section 2F). With the exception of the Violation Hearing Committee, the BSR Director assigned by the BSR Board of Directors will serve as a voting member of the committee. The Board of Directors will approve each committee member annually.
- 2) The BSR Director assigned to the Violation Hearing Committee will serve as a non- voting member and, along with the BSR Compliance Officer; will be responsible to ensure the adjudication process is followed outlined in the BSR Rules and Regulation (BSR Rules and Regulations – Section E – Compliance and Enforcement – Responsibilities).
- 3) All committee actions must be approved by a simple majority of those committee members present as the time of the vote based on a minimum quorum of three (3) members.

- **Code of Conduct**

- 1) The Board Directors may remove, by majority vote, a committee member for serious misconduct or conviction of a felony (BSR By-Laws - Article IV – Board of Directors - Section 18). Serious misconduct includes, but is not limited to, the following:
  - Disregard for upholding the provisions of the Declaration of Covenants, By-Laws, Rule and Regulations, or Building Regulations
  - Disregard for the resolution or declaration establishing a specific committee
  - Acceptance of any gift, service, or other compensation to influence a vote
  - Irregular attendance at scheduled meetings or committee events.
  - Failure to maintain confidentiality related to Homeowner or Employee information (personal, compliance, or financial) or specific information identified by the BSR Board of Directors or designated in the committee resolution.

## **F. Compliance and Enforcement**

- **Responsibilities**

- 1) All Owners, guests, visitors and patrons are expected to know and follow BSR rules, regulations and procedures.
- 2) All owners have a responsibility to report any violation to BSR Security or to the BSR Office.
- 3) Call 911 immediately for any life threatening or fire emergency. If possible, then contact BSR Security to assist with directing EMS or Law Enforcement or other support as available.
- 4) Other Incidents (no threat to life or property) requiring immediate attention should be reported to BSR Security. All others should be reported to the BSR Office during regular business hours.
- 5) The BSR Adjudicatory Panel (aka, the BSR Violation Hearing Committee) members will be appointed annually by the BSR Board of Directors. The BSR Violation Hearing Committee will include a minimum of three (3) Homeowners in good standing who are not current members of the BSR Board of Directors. A minimum of three (3) members must be present and a simple majority is needed for any vote to be considered final. Committee members with a conflict of interest for a specific case will be expected to recuse themselves for that case.
- 6) BSR Violation Hearing Committee Members are expected to maintain confidentiality with all information related to the enforcement, adjudication and appeals processes.
- 7) The BSR Compliance Officer (or designee assigned by the BSR Board of Directors) is responsible for:
  - Submitting each warning of violation to the BSR Violation Hearing Committee,
  - Maintaining committee meeting order,
  - Maintaining committee meeting minutes and documentation, and
  - For communicating schedules and any determinations with the Homeowners involved.

- **Enforcement**

- 1) BSR Board of Directors authorizes that a written notice of violation be issued for failing to comply with any of the BSR Rules and Regulations, BSR Bylaws, BSR Declaration of Covenants and Restrictions, or BSR Building Regulations, Parking Restrictions, or Pool Rules.
- 2) BSR Board of Directors authorizes the BSR Operations Manager, the BSR Compliance Officer, BSR Security Guards, or current BSR Board Directors to issue a notice of violation for a specific violation.
- 3) If found responsible for a violation, Homeowners are expected make any changes needed to comply within the stated time frame.
- 4) A valid Notice of Violation will contain the following information:
  - Homeowner Name and Lot Number
  - Time, Date and Location of the Violation
  - Specific Violation or Charge
  - Description of the Violation
  - Supporting Evidence (documentation, picture, witness statement, etc.)
  - Date the Notice was Issued
  - Date, time and location of a violation hearing
- 5) A notice of violation will be mailed to the Homeowner.

- **Adjudication Process**

- 1) All Notices of Violation will be investigated by the BSR Compliance Officer prior to being issued to the BSR Violation Hearing Committee.
- 2) A Notice of Violation found to be incomplete by the BSR Compliance Officer will be returned to the issuer for additional information. Should additional information not be available, the notice of violation will be documented as invalid by the Compliance Officer and set aside.
- 3) A Notice of Violation will also include an order to correct any condition or violation which lends itself to correction consistent with the BSR Rules & Regulations, BSR Bylaws, BSR Declaration of Convents, BSR Building Guidelines, Parking Restrictions, or Pool Rules.
- 4) The BSR Compliance Officer will notify the Homeowner in writing with a hearing date with the BSR Violation Hearing Committee at which time the Homeowner will have the opportunity to be heard and present evidence. The BSR Violation Hearing Committee may decide that a violation does exist and to impose fines or suspend privileges regardless of whether the Homeowner appears at the hearing (Required by G.S 47F-3-107.1).
- 5) BSR Violation Hearing Committee members with a conflict of interest (or a family relationship) are expected to recuse themselves for that specific case.
- 6) "Limited" or "no knowledge" regarding a specific rule, regulation or guideline should not be considered a valid reason for contesting a violation.
- 7) Homeowners will be notified in writing of the Violation Hearing Committee's determination within 15 days of the hearing date.
- 8) If found responsible for a violation, a fine may be assessed.

- **Appeal Process**

- 1) Homeowners may appeal the decision of the BSR Violation Hearing Committee to the BSR Board of Directors by delivering written notice of appeal to the BSR

Compliance Office within 15 days after the date of the BSR Violation Hearing Committee. (Required by G.S. 47F-3-107.1)

- 2) BSR Board of Directors with a conflict of interest (or a family relationship) is expected to recuse themselves for that specific case.
- 3) The BSR Compliance Officer is responsible for scheduling the appeal hearing. Homeowners will have one opportunity to reschedule.
- 4) The BSR Board of Directors may affirm, vacate, or modify the prior decision of the Hearing Committee.
- 5) "Limited" or "no knowledge" regarding a specific rule, regulation or guideline should not be considered a valid reason for contesting a violation.
- 6) The BSR Board of Directors will provide a final determination in writing within 15 days the hearing date.
- 7) The BSR Board of Director's decision is final.

**Disclosure Statement: The above rules and regulations supersede all previous versions**