

# BayCliff Homeowners' Association, Inc.

## POLICIES

The following policies were established in accordance with the Declaration of Covenants that governs our community. It is the responsibility of each property owner to communicate this information to all of their tenants and guests in order to ensure compliance. If a member fails to comply with any provision of the existing Covenants, Bylaws, Policies or Rules, the Board of Directors may, at their discretion, schedule a hearing to determine whether the member should be fined and/or have community privileges suspended regarding the use of Common Areas within the community.

### I. POLICY ON VEHICULAR TRAFFIC AND USE OF STREETS

1. The **maximum** speed limit on **all** BayCliff streets is **15** miles per hour.
2. Reckless driving, defined as any activity which endangers other motorists or pedestrians, is prohibited. This includes, but is not limited to, failure to obey stop signs, speeding and driving on the wrong side of the street.
3. The following vehicles may **not** be operated or stored within the confines of BayCliff: motorcycles, motorized scooters, go-karts and all-terrain vehicles.
4. The use of skateboards or roller blades is **prohibited** at all times on the streets and other Common Areas in BayCliff.

(Revised: March 29, 2014)

### II. POLICY ON PARKING

1. No vehicles may be parked in violation of a posted NO PARKING sign and will be subject to towing at the vehicle owner's expense.
2. No vehicles may be parked on the streets or in the clubhouse parking area overnight (midnight to sunrise). All vehicles parked overnight must be parked in a resident's garage, carport or paved driveway. Parking on non-paved areas of an owner's lot shall only be allowed with prior written approval from the Board of Directors.
3. Only Class C recreational vehicles not exceeding 25' in length are permitted in BayCliff. No recreational vehicles or boat trailers may be parked on the streets at any time. Recreational vehicles and boats on trailers may be parked in a lot owner's driveway up to five days with prior written approval from the Board of Directors. Boats and boat trailers may only be stored on a lot either inside of a garage or under a carport.
4. No vehicle may be parked so as to inhibit the safe flow of traffic. In the event that a temporary obstruction is necessary, it shall be the responsibility of the lot owner to provide a flagman to direct traffic around the obstruction in a safe and orderly manner.
5. Visible storage or parking longer than 30 days of derelict or abandoned vehicles of any kind within BayCliff is prohibited.
6. No commercial vehicles with commercial signage may be parked overnight on any Common Area without prior written approval from the Board of Directors.

(Revised: March 29, 2014)

### **III. POLICY ON DOGS**

1. Dogs are not permitted to roam at large within the confines of BayCliff.
2. Any dog on the owner's lot that is not being monitored by a person responsible for the dog is to be kept on a leash.
3. Dogs must be on a leash while being walked.
4. It is the responsibility of the person walking the dog to properly bag and dispose of all defecation residue.
5. The person walking the dog must be respectful of other residents' right of exclusive enjoyment of their lot and not allow the dog to either urinate or defecate on their landscaped areas.
6. Pet owners must be respectful of other residents and not allow a dog to bark so as to be heard within the community between the hours of 9:00 PM and 9:00 AM. (Revised: March 29, 2014)

### **IV. POLICY ON GUESTS**

1. The maximum number of overnight occupants in a residence shall be limited to two per bedroom plus four children under the age of 13.
2. The maximum number of guests of owners/tenants who may use the Common Areas and the recreational facilities is 15. Parties held by reservation of the second floor of the clubhouse are excluded. (Revised: April 15, 2013)

### **V. POLICY ON TENANTS**

To insure that the Association can inform owners and tenants on matters that affect their ownership and residency in BayCliff, each owner who is leasing/renting property to another person under a tenancy agreement shall notify the Board of Directors within thirty days of the name and contact information of the tenant(s) and the duration of the tenancy. The information obtained will be treated as confidential. Rentals of less than thirty days are excluded from this policy. (Adopted: July 16, 2001)

### **VI. POLICY ON SIGNS**

1. For Real Estate: A lot owner is permitted to display a real estate "For Sale" sign on the lot as long as the dimensions of the sign do not exceed 36" in height and 30" in width. The sign must be removed from the lot within 30 days after the closing of the sale.
2. For Decoration: A wooden sign with dimensions of 12" x 18" or less may be placed directly on the owner's dwelling. No signs may be mounted on posts or poles and placed on the lot without prior written approval of the Board of Directors. (Revised: March 29, 2014)

### **VII. POLICY ON BUSINESS USE OF PROPERTY**

BayCliff is zoned by Dare County as RS-1 (Residential Use Only). No business or commercial activities are permitted such as, but not limited to, repeated deliveries or storage of inventory or commercial supplies, repeated visits by commercial customers or clients, manufacturing or operation of machinery for commercial purposes or employment of personnel working in any dwelling for commercial purposes. (Revised: March 29, 2014)

## **VIII. POLICY ON OWNER/RESIDENT INFORMATION**

1. The BayCliff HOA roster contains confidential information regarding our owners and residents including mailing addresses, telephone numbers and e-mail addresses. The intended use of the information contained on the roster is for official BayCliff communications and for residents to be able to contact one another in emergency situations.
2. Owner/resident information is not to be transmitted, sold, or otherwise provided to anyone who is not an owner or resident of property in BayCliff.
3. Owner/resident information is not to be used for any solicitation purposes, including but not limited to for-profit, commercial and non-profit charitable organizations. (Revised: March 29, 2014)

## **IX. POLICY ON GARBAGE DISPOSAL**

1. Two dumpsters owned by the Association are located on Williams Drive directly across from the entrance to Liberty Christian Fellowship. Their intended use is for the disposal of bagged, general household trash. Dumpsters are for the exclusive use of BayCliff residents and property owners.
2. The placement of any bulk items, construction debris or lot cleanup items such as tree limbs and plant cuttings in these dumpsters is prohibited, as these items could jam the mechanisms of the county garbage trucks. The only time bulk items (as defined by Dare County) are permitted to be placed near the dumpsters is one day before a scheduled county bulk item pickup. Only items included on the county list as acceptable can be left for a scheduled pickup. The use of the dumpsters by unauthorized individuals or other violators will be reported to local law enforcement and be subject to criminal prosecution. (Adopted: March 29, 2014)

## **X. POLICY ON TREE REMOVAL**

1. A "tree" is defined as any deciduous or evergreen growth that is greater than one inch in diameter as measured at a height of one foot from the ground, and is over five feet in height. Smaller growths may be removed without prior written consent from the Board of Directors.
2. The Board of Directors has the authority to impose a fine, not to exceed \$100.00 plus the replacement cost, for each live tree cut down without obtaining prior written consent.
3. Owners are required to replace, at their own expense, any live tree that has been approved for removal, except those removed for construction of a home. The replacement tree shall be of like kind and a minimum of one inch in diameter. The tree shall be planted on a location agreed to in writing by the Board of Directors within six months of its removal during proper planting season. (Revised: March 29, 2014)

## **XI. ADDITIONAL POLICIES**

1. The open-air burning of any items is prohibited in BayCliff at all times.
2. Outdoor clotheslines must be screened from view and mounted underneath the dwelling. The drying or airing of any linens or clothing on the lot or on deck rails is prohibited.
3. Yard sales or similar types of outdoor sales are prohibited.
4. Exterior lighting on a dwelling may not be directed to shine on any adjoining property.
5. No construction, including but not limited to decking, patios, exterior stairways, antennas, fences and walls shall be erected on an owner's lot without prior written approval of the Board of Directors.
6. A kayak rack is provided near the clubhouse for resident use on a first-come, first-served basis. The Association assumes no responsibility for incidents involving its use. (Revised: March 29, 2014)

## **XII. POLICY ON ANNUAL ASSESSMENT AND LATE FEES**

1. Regular assessments are billed to the property owners on an annual basis at the beginning of each calendar year.
2. The Board of Directors has the discretion to permit the members to elect to pay the annual assessment in either a monthly or quarterly installment. The member's ability to pay the annual assessment in monthly or quarterly installments shall be a privilege and not a right. If a member elects to pay in monthly or quarterly installments, the installments shall be due and payable on the first day of each month or quarter. A late fee of \$20.00 shall be added to the unpaid balance if the monthly or quarterly installment is not received by the 15<sup>th</sup> day of the month or quarter that the installment is due, without further notice. After the late fee is assessed, a notice will be sent to the member by the Association Bookkeeper notifying the member of the late fee. The late fee shall only be assessed once per occurrence for any late monthly or quarterly installment.
3. If a monthly or quarterly installment remains unpaid after it is 30 days past due, the remaining unpaid balance of the annual assessment shall be accelerated and shall be immediately due and payable. The member will no longer be permitted to pay the annual assessment in monthly or quarterly installments for the remainder of the calendar year. The member shall be notified in writing of any such action. Once the unpaid assessment balance is paid in full, the member may be permitted to resume paying the annual assessment for subsequent years in installments.

(Revised: March 29, 2014)

## **XIII. POLICY ON SUSPENSIONS, FINES AND PROPERTY LIENS**

1. If a member fails to comply with any provision of the Covenants, Bylaws, Policies or Rules, the Board of Directors may schedule a hearing to determine whether the member should be fined and/or whether the member's privileges should be suspended. Once the date, time and location of the hearing have been scheduled, the Board of Directors shall provide a written notice of this information to the member, along with the purpose of the hearing. The notice shall be sent via certified mail, postmarked at least 14 days prior to the scheduled date of the hearing.
2. At the hearing, the member shall be given the opportunity to be heard and present evidence. If the member plans to have witnesses attend the hearing, the HOA President must receive a list of the names, addresses and telephone numbers of all witnesses at least four days prior to the hearing, or the Board of Directors has the right to bar the testimony of such witnesses. If the member intends to have an attorney present during the hearing, the HOA President must receive the name, address and phone number of each attorney at least four days prior to the hearing, or the Board of Directors has the right to bar any participation by the attorney. The Board of Directors will only recognize attorneys licensed in the State of North Carolina as an attorney for the member during the hearing. At the conclusion of the hearing, the Board of Directors may go into closed session to make a decision or may choose to postpone the decision until a later date.
3. If the Board of Directors decides to fine the member, a fine not to exceed \$100.00 may be imposed for the violation and without further hearing, for each day after the decision that the violation remains unresolved. Such fines shall be assessments secured by the liens pursuant to the restrictive Covenants of BayCliff HOA and under North Carolina Law.
4. If the Board of Directors decides to suspend the member's community privileges, the suspension shall be effective on the date of receipt of a certified letter notifying the member of such suspension. The suspension may be continued without further hearing until the issue is resolved.
5. A lien shall be filed against the lot of any owner who has an assessment or fine more than 30 days past due. If the owner's property is for sale, then a lien shall be placed immediately.

(Revised: March 29, 2014)

## XIV. POLICY ON EXTERIOR PAINTING OR STAINING

Property owners are required to submit, in writing, all requests for painting or staining of structures (including, but not limited to: homes, decks, stairways and retaining walls) located on their lots (Limited Common property) within BayCliff. This requirement applies even if the color(s) to be used are perceived as being identical in shade to the existing color(s). Failure to comply with this request will result in the property owner being fined as outlined in the Architectural Guidelines. This requirement is supported in the Declaration of Covenants, Article VI; Section 2, which reads in part:

*"...No exterior addition, exterior alteration, exterior color or any other exterior change shall be made to the Properties, or any lot in the subdivision, including the erection of antennas, aerials, awnings, or the placement of reflective or other material in the windows of a dwelling, until the plans and specifications showing the nature, kind, shape, heights, materials, colors and location of the same shall have been submitted to and approved in writing by the Architectural Committee as to harmony of external design and location in relation to surrounding structures and topography..."*

The requirements listed below must be followed in order to obtain permission to proceed with a project:

1. Complete the binding agreement request form at the bottom of this page and submit it to any member of the Board of Directors. (Additional copies of this form are available at the clubhouse or by request)
2. A sample wooden board of the same type of wood as that being painted/stained must also be submitted with the request form. The board must be at least one foot in length and be covered with at least two coats of the proposed paint or stain. The member of the Board of Directors will then present these items to the appropriate parties for review and approval, if appropriate.
3. After written approval of the project has been granted, the property owner must inform the Board of Directors of the proposed date for the work to begin. A member of the Board of Directors (or a designee) must be present to verify (in writing) that the approved color is the actual color of the paint or stain applied. In the event that the color is not compliant, the work must be halted and necessary corrections made. The Board of Directors reserves the right to have a property owner re-paint or re-stain the project if a non-approved color is applied.

Property Owner Name(s) \_\_\_\_\_ Lot# \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone Number \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Please indicate the Brand Name and Color Name/Number for each product to be used:

\_\_\_\_\_  
\_\_\_\_\_

I agree to comply with the Board of Directors' decision and I am aware that if the color actually used is not compliant with this decision, I will be required to re-paint or re-stain the project using an approved color. I also understand that failure to comply with this binding statement will result in sanctions against me such as fines and/or loss of community privileges.

Property Owner's Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

BayCliff HOA President's Signature \_\_\_\_\_ Date \_\_\_\_\_

Proposed date to begin work \_\_\_\_\_ Work verified as correct by \_\_\_\_\_

Additional notes \_\_\_\_\_