

BRADLEY VIEW HOA, INC. RULES AND REGULATIONS

1. Owners are required to see that family, tenants and guests are made aware of all restrictions/rules and to see they abide by them. Applicable penalties may be assessed against the causing unit owner.
2. Owners of a unit shall not enter into a rental agreement which will allow more than three unrelated residents to occupy that unit at any one time.
3. Two parking spaces are allocated for use by each unit. Therefore, only two permanent vehicles are allowed per unit. Visitor spaces, if available, are for visitor parking only. Piggyback parking will not be allowed. No inoperable vehicle or vehicle without current registration/license tags or insurance will be permitted on the property. No boat, jet ski, trailer, camper, motor home, or similar type vehicle shall be permitted to remain in any parking spaces, at any time, unless by prior written consent of the HOA Board of Directors. Owners are expected to monitor their own parking spaces. All vehicles in violation shall be towed at the vehicle owner's expense.

Any vehicle that appears to be abandoned at the pool parking area or that does not have current registration/license tags or insurance may be tagged by the Association Manager and towed within 48 hours. Towing will be done by Atlantic Recovery – 471-2286.

4. Garbage and Trash -Residents must dispose of all household waste in plastic bags which have been securely sealed. All containers must be deposited in the dumpster. No furniture, wood, mattresses, electronics, PC's, printers, grills, vacuum cleaners, etc. are to be placed in or around the dumpster at any time
5. Pet owners are responsible for the sanitary disposal of waste deposited in the common area by their pet. All pets, while on the common area will be leashed and under the direct control of the owner. No animals shall be confined outside the units on any common element including porches and decks (i.e. tied, staked, fenced or crated).
6. **No pets are allowed in the pool area.** No animals, livestock or poultry of any kind shall be kept on any lot or in any unit except that dogs, cats or other household pets may be kept or maintained provided that they are not used for commercial purposes. Pet owners are cautioned that violation of these rules is cause for a monetary fine.

7. No alterations or additions to the buildings or common area ground including landscape changes are allowed without prior written approval of the Board of Directors. In addition, decorative/ornamental fixtures, etc. are not permitted in any common area.
8. No furniture shall be permitted on the front porch of any unit except porch furniture and plants. Porch furniture is required to be made of wood, wicker or wrought iron. Porch furniture and plants only will be permitted on the rear deck. All grills, bicycles and accessories must be kept in the storage areas provided when not in use.
9. Noxious or offensive activity shall not be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Excessive noise is not permitted at any time. Any noise that creates a disturbance for any resident, regardless of the source, may be deemed excessive. This definition includes, but is not limited to stereos, musical instruments, televisions, vehicles, loud voices and barking dogs.
10. Due to fire hazard, open flames of any sort are not permitted on any common element including porches and decks. This includes, but not limited to, torches, lanterns, candles and fireworks. Grilling is allowed; however, N. C. General Statutes require grilling to be done 10 feet away from any structure (including deck). No flammable liquid (gasoline) is to be kept on the premises.
11. "For Sale" signs or any other signs shall not be permitted on any unit or in the common area.
12. No outside radio/television antennas or satellite dishes shall be erected on any unit within the property until written approval from the Board of Directors of the Association has granted permission for it. (FCC regulations shall apply.)
13. Each unit shall be equipped with vertical blinds in the windows, which shall be permanent fixtures and maintained in an acceptable, neat manner and shall remain with each unit when sold and may not be removed. Any additional window treatments must be located inside the blinds.
14. All light bulbs or other lights installed in any fixture located on the exterior of any building or any unit shall be clear, white or non-frost bulbs.
15. Littering will not be permitted on the property. Due to the environmental concerns and fire hazards, all trash including cigarettes, cigars, etc., must be disposed of in fireproof containers.

Reviewed by Board of Directors May 6, 2014

Bradley View HOA, Inc.

Violation Policy

Effective Feb 1, 2017

Bradley View HOA, Inc. (Association) has established the following Enforcement Policy for all governing regulations documented in the current Bradley View governing documents. Any violations of the governing documents by any property owner(s) or their tenants and guests shall result in the violation procedure being implemented. The Association's violation procedure is as follows:

1. **Friendly Reminder-** Once a violation is noted, a 'Friendly Reminder' letter shall be sent to the owner(s) of the property. The 'Friendly Reminder' letter will outline the violation and give a ten (10) day timeframe for correction.
2. **Final Warning-** Once the 'Friendly Reminder' letter has been sent, and if the violation has not been corrected within the 10-day timeframe noted in the 'Friendly Reminder' letter, a final 'Warning Letter' shall be sent via email to the owners of the violating address giving the owners an additional ten (10) days to correct.
3. **Hearing-** If both the 'Friendly Reminder' and 'Final Notice' letters have been sent with no action to clear the violation, a 'Hearing Letter' shall be sent by both email and certified mail giving notice of the date of the proposed hearing. Bradley View Board of Directors (BOD) shall have a quorum present at this hearing. It is important to note that failure to appear at a hearing will not prevent the hearing from moving forward and fines and/or suspension of community privileges being implemented. The property owner(s) shall be charged for the cost of certified mail.
4. **Hearing Outcome-** A letter stating the outcome of the hearing shall be sent to the violation property owner(s) by both email and certified mail. The fine and/or suspension of community privileges shall begin five (5) days from the date of this letter. The property owner(s) shall be charged for the cost of certified mail.

If the violation is corrected prior to the five (5) days, no fine shall be implemented. If the violation is not corrected, the BOD shall vote to fine the property owner(s). Fines shall be consistent for each CCR violation. N.C.G.S. 47F-3-107.1 authorizes fines up to \$100.00 dollars per day per violation. There are 3 types of 'Hearing Outcome' letters:

1. **Agreement -** BOD and violator come to agreement on the violation.
 2. **Dismissed -** Based on the hearing and subsequent meeting of the BOD, the violation is closed.
 3. **Fine -** BOD votes to fine property owner.
5. Once a fine is assessed, the defaulting property owner(s) shall pay any costs and expenses incurred by the Association in collecting delinquent fines, including reasonable attorney fees.