

Bedford Place Rules and Regulations Part 1

These Rules and Regulations contain use restrictions that apply to all property owners within Bedford Place. They supplement the restrictions contained in Article IX, Architectural Control and Use Restrictions, Restated Master Declaration of Covenants, Conditions & Restrictions of Bedford Place and the NCPA. These Rules & Restrictions have been adopted by the Board of Directors as authorized by Article IV Administration of Development, Section 4.09 Rules & Regulations of the HOA. as authorized by the Restated Master Declaration recorded 3/11/2015.

These Rules and Regulations address standards general in nature in addition to Bedford Place Restated Master Declaration of Covenants, Conditions & Restrictions. Nothing in these Rules and Regulations may override rules, which are contained in the Declaration. In case of contradiction, the rules, which are stated in the Declaration, will take precedence.

GENERAL USE RESTRICTIONS

APPROVAL REQUESTS REQUIRED FOR MODIFICATION TO PROPERTIES

To preserve the architectural appearance of the Development, no alteration to the exterior of any dwelling shall commence until the Owner has submitted drawings or plans for the proposed changes to the HOA Board/HOA Architectural Committee and received written consent to proceed. Changes to lawns and landscaping must receive written consent also.

This does not limit or restrict routine maintenance/repair which is in the same or substantially same colors and materials as originally used.

A Villa Owner may make interior improvements or alterations. Townhome and Condominium Owners may make interior improvements or alterations as long as they do not interfere with the structural integrity of an attached townhome or condominium.

(See Section 9.02 Approval Require for Changes, By Laws)

Exterior Modification Requests not submitted for approval by the Board in advance may result in the REMOVAL of the modification, fines, etc.

Lighting:

Tasteful exterior decorative lighting, including string lights, may be used in moderation. Timers are recommended so that lights do not create a nuisance for nearby neighbors. Motion detector lights are allowed for security, and path lights are allowed for safe walking at night.

(See section 9.03 Lighting)

Signs:

Security alarm warning signs may be placed near or on the home but not on the lawn.

No other signs, including political signs, are allowed on homes or outside spaces other than 1 (One) "For Sale" and "For Rent" signs which may be placed in one window of a home currently listed on the real estate market. Signs must be removed by the Owner within thirty days of a sale, rental or withdrawal from the market. This includes political signs. *(See Section 9.05 Signs)*

Flags: The United States American flag (1) shall be no greater than 4 ft x 6 ft in size. (NCPCA 47F-3-121)

Business or Commercial Use: Except for home occupants, no Commercial or Industrial enterprise undertaking, or use is permitted in Bedford Place. Notwithstanding, the single-family home residence, a "home occupation" within the Bedford Place development is allowed with written consent of the Board subject to the terms and conditions within the R&R's. A "home occupation" is a use of residence by an owner/occupant wherein not more than 25% of the residence is dedicated to business use and there is no traffic, noise, odors, etc. generated by the business. *(See Section 9.04)*

Pets:

Owners/Occupants may keep two domestic pets.

Outside doghouses, kennels, enclosures and tethering are not allowed.

No pets may be allowed to roam freely.

Owners/Occupants must keep all domestic pets on leashes when they are outside the home and must clean up their droppings.

Domestic pets should be "walked" on the common elements of the development only.

Villa homes are resident owned property. Pets can be walked on the right side of the sidewalk between the easement of the sidewalk and the road only.

Owners/Occupants are responsible for their guests' compliance with R&R's pet restrictions. *(See Section 9.06 Pets)*

Use of Common Elements:

The Common Elements include all property and structures which are owned and maintained by the Association for the common use and enjoyment of the members/guests/tenants. All tenants/ guests of any member must be informed of and must observe the rules for all elements.

(See Section 9.07)

Satellite Dishes/Antennas/Wireless Communications:

The installation and removal of satellite dishes are the responsibility of Owners/Occupants. Upon moving, if the Occupant fails to remove the dish, it is the Owner's responsibility.

No dishes may be permanently mounted on common areas.

No antennas for the transmission or reception of signals are allowed on exterior of dwellings or on the grounds of the Development. *(See Section 9.08 Antennas)*

Vehicles: The term “vehicle” includes, but not limited to, automobiles, motorcycles, mopeds, bicycles, golf carts, ATV’s, dune buggies, farm equipment, motor homes, RV’s campers, boats and trailers. No motorized vehicles of any type, except lawn mowers, are allowed to operate off the paved roads and surfaces within Bedford Place. No improperly muffled vehicle may be operated within Bedford Place. Automobiles shall be operated and parked only upon those portions of the Common Elements designated for parking or otherwise designated by the Board and in accordance with City ordinances. Designated overflow parking spaces are located on Tutor Lane and London Court.

Mobile homes, motor homes, truck campers, trailers of any kind and boats shall not be *parked anywhere in the development overnight. This does not apply to such vehicles when stored fulltime* in the Owner’s garage and removed only when driven in or out of the Development. Request for dumpsters, moving pods, etc. must be authorized by the Board of Directors in advance. (See Section 9.09 Motor Vehicles, Trailers, Boats, etc.)

Nuisances:

Owners/Occupants are not allowed to let rubbish or debris accumulate as to render any portion of the Development unsanitary, unsightly or detrimental to persons using or occupying other areas of the Development. Trash should be placed in proper containers. Offensive odors from dog droppings or any other source, and nuisances such as external speakers, whistles, horns, bells, alarms (except security devices) are not allowed. (See Section 9.10 Nuisances)

Prohibited Activities:

Noxious or offensive activities which could reasonably cause embarrassment, discomfort, annoyance, nuisance or a threat to neighbors or could cause cancellation of insurance on any Common Elements, or which is in violation of any law or governmental code is not allowed.

Hobbies or other activities which might cause disorderly, unsightly or unkempt conditions shall not be pursued within the Development.

The assembly or disassembly of motor vehicles is forbidden. ((See Section 9.11 Prohibited Activities)

Exterior Appearance of All Properties:

Trash cans and recycling bins should be stored in the Owner’s/Occupant’s garage. unless the home does not have a garage. In that case, **due effort** must be undertaken to store cans and bins out of sight. If blue Trash cans are too large for garages placement, then they should be turned into the City and a smaller trash can obtained by the owner that will fit in the garage. Blue recycling bags can be used according to City requirement for recycling instead of bins. Trash and recycling containers may be set out at the curb the evening before collection and returned to storage after collection, and no longer than 24 hours after collection.

Gardening tools and supplies, toys and other miscellaneous objects must be stored in the garage or out of sight **when not in use**. This does not include outdoor furniture or tasteful outdoor decorations.

Loose trash, including large amounts of leaves and tree branches, may not be piled at the curb for extended periods while awaiting city pick-up. Please call the City of Brevard for pick up of large amounts. The City of Brevard picks up BAGGED leaves on an ongoing basis.

Trash may not be burned in the development at any time.

Villa Owners/Occupants must keep their yards free of debris. Maintenance of gardens/flower beds, shrub trimming, tree trimming is not included in villa lawn-mowing service if applicable.

Outdoor clothes lines are prohibited (See Section 9.13 Exterior Appearance)

Decks, wooden porch steps, crawl space doors, etc. should be stained or painted and maintained in good appearance. (See Section 5.04 and 5.05)

Artificial Vegetation: With the exceptions of door wreaths, artificial flowers and vegetation are not allowed.

Overnight Camping: Overnight camping is not permitted in any part of Bedford Place.

Holiday Decorations: Temporary decorations for the holidays are permitted on resident's houses, garages, porches and yard areas for the holiday season. Decorative holiday lighting must be turned off by midnight. Holiday decorations and lighting must be removed after 2 weeks of the holiday.

Fences: No fences of any kind are permitted in the Bedford Place Development. At the Board of Directors discretion, a fence may be approved if there is a need pertaining to a possible liability situation such as severe drops of topography on a lot. If there is such approval for said fence, the responsibility of maintenance on the fence lies with the Homeowner of that lot.

Leasing of Property:

No Owner may rent or lease his property or any part of it for transient, lodging or hotel purposes. Timesharing or timeshares, Airbnb, etc. of Bedford Place homes is prohibited.

No Owner shall lease, rent or otherwise permit the occupancy of his home, in whole or in part, for any use or purpose subject to NC Vacation Rental Act.

All leases or rentals shall have a minimum of 6 months or more. At no time may a Lot Owner lease or rent a portion of the family dwelling unit unless the entire family dwelling unit is leased or rented. Every tenant(s) shall in all respects be subject to the terms and conditions of this Declaration, the Bylaws and the Rules & Regulations adopted hereunder. The owners are REQUIRED to provide a copy of the Bedford Place Declarations, Bylaws and Rules & Regulations to their tenants. In the event of noncompliance by the tenant(s) or his/her guest, all costs associated therewith, including fines and legal fees, will be assessed against the owner and the owner's property. Owners will be responsible and notified in writing of any violations to Bedford Place Declarations by their tenant(s). Please refer to the "JUDICIAL PROCESS, Part 2" procedures for violations, warnings, procedures and fines. (See Section 9.14 Sale, Leasing, Timesharing)

Firearms/Fireworks: No guns or devices for propelling any dangerous object may be used within the community except by Authorized personnel in the line of duty. Legal fireworks are permitted according to City ordinances until 10PM on the 4th of July.

Porches/Decks: Front Porches (whether wood or concrete) visible to others are not to be used as storage areas for yard tools, garbage cans, sports or play equipment, bicycles or other such items.

Pools: No above or below ground pools may be installed on any lot.

Play Equipment: Play or sports equipment such as swings, basketball hoops, etc. on private properties should not be placed in front yards.

Snow Plowing: All Villa and townhouse owners are responsible for their own snow plowing of driveways. The Condominium snow plowing costs are at the discretion of their Condo Association which is separate from the HOA Master Association. The HOA Master is only responsible for Parking lots within Bedford Place and at the decision of the Board of Directors. *(See Section 5.03 Responsibility for Streets & Parking Area Maintenance)*

**THESE RULES & REGULATIONS – PART 1 -GENERAL USE RESTRICTIONS
was approved by the Board of Directors the 24th day of February 24
2022.**

Revision 1 February, 2022

Part 1

These Rules and Regulations contain use restrictions that apply to all property owners within Bedford Place. They supplement the restrictions contained in Article IX, Architectural Control and Use Restrictions, Restated Master Declaration of Covenants, Conditions & Restrictions of Bedford Place and the NCPA. These Rules & **Regulations** have been adopted by the Board of Directors as authorized by Article IV Administration of Development, Section 4.09 Rules & Regulations of the HOA. as authorized by the Restated Master Declaration recorded 3/11/2015.

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A Villa Owner may make interior improvements or alterations. Townhome and Condominium Owners may make interior improvements or alterations as long as they do not interfere with the structural integrity of an attached townhome or condominium. **The approved request is valid for 1 (one) year from the date or a new application must be submitted.**

(See Section 9.02 Approval Require for Changes, Bylaws, Restated Master Declarations)

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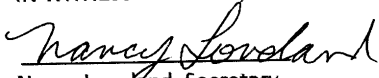
CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the Bedford Place of Brevard HOMEOWNERS' ASSOCIATION, INC., a non-profit, North Carolina Corporation, and,

That the foregoing Rules and Regulations part 1 General Use Restrictions constitute the original, as amended, Rules and Regulations part 1 General Use Restrictions of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 24th day of February, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 24th day of February, 2022.


Nancy Loveland, Secretary

RULES & REGULATIONS
Part 2 - JUDICIAL PROCESS
BEDFORD PLACE

Section 1. Notification of Violations Enforcement and Appeal Process. A Lot or Home Owner's violation of any of the provisions of the Declaration, Bylaws or Rules and Regulations of the Association shall be grounds for relief that may include, among the possibilities, an action to recover fines and penalties as determined by the Board, sums due for damages, injunction(s), denial of rights to use Bedford Place amenities, suspension of privileges or services, or any combination thereof. Such relief may be sought by the Association, an aggrieved Lot Owner, or by any person(s) adversely affected. Any monetary damages that are recovered will go to the Association.

1. (a) Initial Contact Upon discovery of violation(s) of the Declaration, Bylaws or the Rules & Regulations, the Association, through the Architectural Review Committee (ARC) or any other Committee appointed by the Board of Directors, shall notify the Owner of the existence of complaint(s) and describe the nature of the violation(s) and the desired remedy. The notice shall be verbal if possible, otherwise in writing. The Committee, if applicable, shall attempt to obtain an agreement from the Lot Owner to rectify the violations within an acceptable time frame not to exceed thirty (30) days, except for remedies the success of which is impacted by being performed in a particular season. The Committee, shall note the time of the discussion, the outcome of the discussion and the time frame within which the owner has agreed to rectify the complaint. If the complaint is not rectified within the agreed time frame or the Committee is unable to reach agreement with the Owner as to rectifying the complaint, the Committee shall note the same and pass the complaint on to the Board, together with copies of all of the notes that document their efforts to rectify the matter and any recommendations for fines or suspension of services that the Committee has.

2. (a) **Alternatively**, the Board, through an authorized Board member, may make the initial contact with the Owner in order to notify the Owner of the existence of complaint(s) and describe the nature of the violation(s) and the desired remedy sought by the Board. The notice shall be verbal if possible, otherwise in writing. The authorized Board member shall attempt to obtain an agreement from the Lot Owner to rectify the violations within an acceptable time frame not to exceed thirty (30) days, except for remedies the success of which is impacted by being performed in a particular season. The authorized Board member shall note the time of the discussion, the outcome of the discussion and the time frame within which the owner has agreed to rectify the complaint. If the complaint is not rectified within the agreed time frame or the Board is unable to reach agreement with the Owner as to rectifying the complaint, the Board may vote to move on to section (b) below.

(b)Warning Notice. Upon notification of the Architectural Review Committee or a Board Member of the discovery of violations of the Declaration, Bylaws, or the Rules and Regulations and of their failure to obtain a satisfactory response from the Lot Owner to rectify the situation, or if such is determined by the Board member's initial contact with

the Owner, the Board shall notify the Lot Owner in writing by first class return receipt mail at the address listed in the Association records of such violations (hereinafter "Warning Notice").

The contents of the Warning Notice shall include:

- (1) the nature of the violation, with reference to the governing document/provision that has been violated;
- (2) the acceptable cure of said violation(s) and that the Owner has thirty (30) days to correct the issue in the manner required by the Board before the Board takes further action;
- (3) recommendations for fines to be imposed or privileges or services to be suspended, or any other penalties associated with the particular violation.

(c) Notice of Violation. If the Owner does not correct the issue in the manner required by the Board within thirty (30) days of receipt of the Warning Notice, the Board shall issue a Notice of Violation. A Notice of Violation issued by the Board shall include: (i) a copy of the Warning Notice; (ii) the nature of the penalty for the violations, including the amount of the fine(s) or suspension of privileges or services; (iii) the date any fine(s) are to begin accruing, and (iv) the Owner's right to appeal the decision through the appeal process described in Section (d) – (i) below, a copy of which shall be included in the Notice of Violation.

(d) Notice of Appeal. Should the Lot Owner(s) wish to appeal a Notice of Violation to the adjudicatory Appeals Panel, the Lot Owner(s) must do so in writing and deliver same to the Secretary of the Association within fourteen (14) days of the date of said Notice. Within ten (10) days from the receipt of the Lot Owner's Notice of Appeal, the Board, by and through the President or Vice President, shall set a date and time for the appeal (hereinafter "Appeal Hearing") to be heard by the adjudicatory Appeals Panel, not to exceed thirty (30) days from the date of receipt of the Lot Owner's Notice of Appeal. A written notice of the time and date of the Appeal Hearing shall be sent to the Lot Owner(s). Failure to appeal within the above fourteen (14) day time frame shall conclusively determine the Lot Owner(s) fault pertaining to the violation and acceptance of the cure specified in the Warning Notice, and the fines and/or penalties set forth in the Notice of Violation. If a Lot Owner complies with the Appeal process as described in section

(e) through (g) below, any fines or suspension of privileges or services, or other penalties shall be suspended until after the Appeals Panel's Decision is delivered to the Lot Owner, as more particularly set forth below.

(e) Appeal Hearing. During the Appeal Hearing, the Lot Owner(s) will be given an opportunity to state their position as to why the violations should be deemed invalid, unenforceable, or the fine for said violations should be reduced, or any other special circumstances or hardship that the Lot Owner would like for the Panel to consider.

(f) Adjudicatory Appeals Panel's Decision. After considering the argument of the Lot Owner(s), the adjudicatory Appeals Panel will have seven (7) days from the date of the Appeal Hearing in which to issue its ruling. Said ruling shall be in writing and include the decision of the adjudicatory Appeals Panel with respect to the violations of the Lot Owner(s). Should the Appeals Panel decide the violation(s) is/are valid and enforceable, the notice shall include the amount and start date of the fine(s) and a time frame to cure the violation(s) without further penalty. All Appeals Panel decisions will be final unless the Lot Owner appeals to the full Board as set forth in Section (f) below.

(g) Notice of Second Appeal. Should the Lot Owner(s) wish to appeal the decision of the Appeals Panel to the full Board, the Lot Owner(s) must do so in writing and deliver same to the Secretary of the Association within fifteen (15) days of the date of the Appeals Panel's Decision. Within seven (7) days from the receipt of the Lot Owner's Notice of Second Appeal, the Board, by and through the President or Vice President, shall set a date and time for the appeal (hereinafter "Second Appeal Hearing") to be heard by the full Board, not to exceed fourteen (14) days from the date of receipt of the Lot Owner's Second Notice of Appeal. A written notice of the time and date of the Second Appeal Hearing shall be sent to the Lot Owner(s). Failure to appeal within the above fifteen (15) day time frame shall conclusively determine the finality of the Appeals Panel's Decision. During the Second Appeal Hearing, the Lot Owner(s) will be given an opportunity to state their position as to why the Appeals Panel's Decision should be vacated or modified. After considering the argument of the Lot Owner(s), the Board will have three (3) days from the date of the Second Appeal Hearing in which to issue its ruling. Said ruling shall be in writing and include the decision of the Board with respect to the Lot Owner(s)' Second Appeal. Should the Board affirm or modify the Appeals Panel's Decision, the notice shall include the amount and start date of the fine(s) and a time frame to cure the violation(s) without further penalty. The Board Decision shall be final. (NC Gen. Stat. 47F-3-107.1)

(h) Enforcement.- The Board may use any legal or equitable remedy allowed by North Carolina law as a means of enforcing penalties, including but not limited to filing suit against the Lot Owner, Filing a Claim of Lien and if necessary, foreclosing the Claim of Lien, filing a proof of claim in bankruptcy, enforcing "self help".

(i) Delinquent Assessments. The procedures set forth in this instrument shall not apply to the collection of delinquent assessments, which shall be controlled by the governing documents, and the Planned Community Act (Chapter 47F of the North Carolina General Statutes).

Section 2. Voluntary Mediation. Notwithstanding the above, at any point the Board or a Lot Owner may make a request to mediate the dispute via the process laid out in N.C. Gen. Stat. 7A-38.3F.

This RULES AND REGULATIONS - PART 2 - JUDICIAL PROCESS was approved by the Bedford Place Board of Directors on 24th day of February, 2022.

REVISION 1

February, 2022

The contents of the Warning Notice shall include:

(2) the acceptable cure of said violation(s) and that the Owner has thirty (30) days **unless otherwise a specific time period has been chosen but not exceeding thirty days (See 2a)** to correct the issue in the manner required by the Board before the Board takes further action;

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2. (i) Delinquent Assessments. The procedures set forth in this instrument shall not apply to the collection of delinquent assessments, which shall be controlled by the governing documents, **the Board's Policy** and the Planned Community Act (Chapter 47F of the North Carolina General Statutes).

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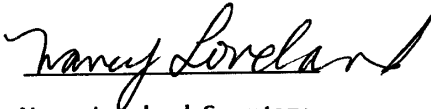
CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the Bedford Place of Brevard HOMEOWNERS' ASSOCIATION, INC., a non-profit, North Carolina Corporation, and,

That the foregoing Rules and Regulations part 2 Judicial Process constitute the original, as amended, Rules and Regulations part 2 Judicial Process of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 24th day of February, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 24th day of February, 2022.

A handwritten signature in black ink that reads "Nancy Loveland". The signature is written in a cursive style with a long, sweeping tail on the letter "d".

Nancy Loveland, Secretary