

RULES AND REGULATIONS



BERMUDA BAY OWNERS ASSOCIATION II

Approved March 14, 2015

PO Box 1807
Nags Head, NC 27959
(252) 480-4707

GENERAL CONDUCT

Section 1.0

- 1.1 Unit owners are responsible for the actions, conduct, and noise of their family members, guests and tenants in full and complete compliance with the Rules and Regulations. Each owner is responsible for ensuring that their tenants have been informed of the Bermuda Bay Owners Association II Rules and Regulations.
- 1.2 Owners and tenants are responsible for ensuring that their guests and visitors abide by these Rules and Regulations.
- 1.3 Unit owners are responsible for all damages to common areas, shrubbery, trees, and grounds caused by their tenants, children, guests, and/or pets and such persons shall assume the expense of any and all repairs.
- 1.4 Entranceways, stairwells and landings must be kept free from all obstruction.
- 1.5 Moving hours and conditions are as follows:
 - A. Moving (in or out) will be permitted between the hours of 8:00 a.m. and 10:00 p.m. unless written permission is obtained from the Association.
 - B. Moving or delivery vans or trucks are not permitted to cross lawns and must load and unload from the parking areas.
- 1.6 All costs of damages to the common areas caused by the move shall be paid by the unit owner.
- 1.7 No one shall make or permit noise to unreasonably disturb or annoy other residents. No one shall unreasonably interfere with the rights, comfort, or convenience of the occupants of other units. Abusive, profane language or threatening behavior directed toward any resident, staff member, or assigned contractor or contractor's employee shall be prohibited.
- 1.8 All refuse and garbage must be placed in plastic bags, securely tied, and placed in the dumpsters that are provided by the Association for such purposes. Cardboard boxes must be broken apart, folded and neatly deposited in the dumpsters. Cigarette butts and other litter are not to be thrown on any part of the common area. Trash deposited in the Hamilton Cay trash chutes must be of reasonable size to fit freely through the trash chutes and not clog the chutes.
- 1.9 Unit owners/tenants must make their own arrangements for disposal of old carpet, furniture, mattresses, tires, appliances, and other large items. These items are not to be placed in or next to the dumpsters. Dumpsters are for bagged trash only.

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- 1.10 The storage and discharge of fireworks and firecrackers are specifically prohibited anywhere on Bermuda Bay property.
- 1.11 Firearms, air rifles, air pistols, bows and arrows, and B-B guns are prohibited on the common or limited common areas.
- 1.12 Loitering in common areas is prohibited.
- 1.13 Notices and/or flyers of any nature are prohibited in or on the common elements, except with prior approval of the Association.
- 1.14 No signs shall project out of any window, common area, or from any part of any unit. No unit owner or agent of a unit owner may display "For Sale", "For Rent" or other similar signs anywhere in or on the common elements or limited common elements.

ENFORCEMENT

Section 2.0 – Violations

- 2.1 Violations of the Rules and Regulations stated herein must be reported to the Association Manager in writing as soon as possible. Written submissions and photographs may be mailed to Bermuda Bay, C/O Village Realty & Management Services, Inc., PO Box 1807, Nags Head, NC 27959 or emailed to rondas@vrobx.com.
- 2.2 The Association Manager, as authorized by the Board of Directors, will conduct an investigation and will attempt to correct the matter on a confidential and personal basis.
- 2.3 If a violation continues after personal notification to the unit owner; a hearing shall be held before an adjudicatory panel appointed by the executive board to determine if any unit owner should be fined or if condominium privileges or services should be suspended. Any adjudicatory panel appointed by the executive board shall be composed of members of the association who are not officers of the association or members of the executive board. The unit owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day more than five days after the decision that the violation occurs. Such fines shall be assessments secured by liens under G.S 47C-3-116. If it is decided that a suspension of condominium privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured.
- 2.4 Any

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cost incurred by the Association in enforcing its governing documents, including attorney's fees, will become the responsibility of the unit owner.

Section 3.0 – Appeals

- 3.1 A unit owner may appeal the decision of an adjudicatory panel to the full executive board by delivering written notice of appeal to the executive board within 15 days after the date of the decision. The executive board may affirm, vacate, or modify the prior decision of the adjudicatory body.

USE, CARE AND MAINTENANCE/ARCHITECTURAL

Section 4.0

- 4.1 Units shall be used as a private residence only with the exception of long/short term rentals.
- 4.2 The Association Manager must be provided with a duplicate key to your unit. In an emergency that will affect the welfare of another unit, forced entry and the cost of entry will be at the owner's expense unless a key has been provided.
- 4.3 Window air conditioners are prohibited.
- 4.4 Building exteriors or windows, screens, or doors may not be changed in any way; the American flag may be displayed.
- 4.5 Hazardous, combustible, or dangerous materials of any kind may not be kept or stored in units or anywhere on the common elements.
- 4.6 Charcoal and gas grills are not permitted on decks or balconies.
- 4.7 The plantings or removal of shrubs, trees and flowers in common area must have the written permission from the Association.
- 4.8 Modification of common areas or limited common areas is strictly prohibited. Common Areas are all real property owned by the Associations and limited common areas are common areas for the exclusive use of one or more but fewer than all the owners.

COMMON ELEMENTS/ARCHITECTURAL

Section 5.0

- 5.1 No signs shall project out of any window, common area, or from any part of any unit. No unit owner or agent of a unit owner may display “For Sale”, “For Rent” or other similar signs anywhere in or on the common elements or limited common elements.
- 5.2 Walls, balconies, fences and windows of units may not be used for storing or drying items such as towels, clothing, cleaning supplies, etc.

NON-RESIDENT OWNED UNITS

Leasing Rules and Regulations

Section 6.0

FINALIZED LEASING RULES WILL BE INSERTED HERE.

TRAFFIC AND PARKING

Section 7.0

- 7.1 The speed limit is not to exceed 25 mph within Bermuda Bay maintained roads.
- 7.2 Parking or driving of any motorized vehicle on lawns and/or tended grounds of Bermuda Bay is strictly prohibited.
- 7.3 Parking of any vehicle must not inhibit or cause hazards to walkways or sidewalks. No vehicle, or load upon a vehicle, shall restrict a sidewalk or walkway.
- 7.4 Parking of the following vehicles on Bermuda Bay property is strictly prohibited:
 - A. Recreational / Commercial Trailers – A recreational / commercial trailer is a trailer designed or adapted and used exclusively for recreational purposes or commercial use. This class includes boat trailers, camping trailers, livestock trailers, house trailers, trailers used to transport motorized vehicles and semi-trailers.

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- B. Motor Home – A motor home is a motor vehicle designed or adapted for the use as a mobile dwelling or office, including permanently installed sleeping accommodations, carpet, kitchen appliances, or office furniture.
 - C. PODS - Stationary storage units.
 - D. Boats/Snowmobiles/Jet Skis
 - E. Oversized commercial vehicles – A vehicle that is used commercially and is larger than a standard passenger vehicle.
 - F. Oversized vehicles – All vehicles must fit into one parking space and must not encroach into any other parking space. Vehicles cannot exceed the parking space length. Larger than standard vehicle individuals can contact management for consideration of a waiver.
- 7.5 Bermuda Bay reserves the right to have any abandoned vehicle removed from the Condominium property at the expense of the owner. An abandoned vehicle:
- a. Does not have a valid registration plate, or title, or inspection and has been left unattended on or along Bermuda Bay property for more than 72 hours.
 - b. Is not owned or operated by a resident, owner, or guest of an owner, or a Bermuda Bay contractor or employee.
- 7.6 Car repairs are prohibited on common areas which include parking areas and all real property owned by the Association. No oil or other fluids may be drained onto the pavement or into sewer system. All waste fluids must be disposed of off Bermuda Bay property according to EPA regulations. Vehicles that are leaking fluid are not permitted on Bermuda property.
- 7.7 The use of vehicles for storage purposes is strictly prohibited.

PETS

Section 8.0

- 8.1 Owners, tenants, guests and visitors must keep pets on a leash and leash in hand when on the common area of Bermuda Bay. If a pet is found loose on the common area, the Association has the right to have the pet impounded and sent to the local animal shelter at the owner's expense.
- 8.2 Owners, tenants, guests and visitors are responsible for the prompt removal of their pet's feces from all common areas of Bermuda Bay. Violations are subject to hearings and fines.

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- 8.3 Owners, tenants, their families and guests are responsible for ensuring that their pets do not cause disturbance or create a nuisance for the other residents.
- 8.4 Owners and tenants are responsible for complying with all applicable Kill Devil Hills town laws concerning immunization, licensing and registration of their pets.
- 8.5 Pets must not be tied, staked or left unattended in common areas at any time.
- 8.6 Pets are not permitted in, on or around the recreational areas which include the clubhouse and pool and any open space dedicated for recreational use.

INSTALLATION GUIDELINES FOR SATELLITE DISHES

Section 9.0

- 9.1 These guidelines were developed using the Federal Communications Commission (FCC) Rule 47 C.F.R. Section 1.4000 in Section 207 of the Telecommunications Act of 1996. As amended in January 1999 and October 2000. A “dish” antenna is one that is one meter (39.37”) or less in diameter and is designed to receive direct broadcast service, including direct-to-home satellite serviced, or to receive or transmit fixed wireless signals via satellite.
- 9.2 Satellite dishes may be installed on the exterior of the building subject to approval by the Board of Directors. Any owner who wants to install a satellite dish shall submit a written request to the Board describing the intended location, size and dish color, and the name, address and phone number of the person who will install the dish. All costs associated with the repair, maintenance, and installation of the dish will be the sole responsibility of the owner. The Association is not responsible for the cost of removal, reinstallation or damages that may be caused due to repairs of the common property or acts of nature. Satellite dishes may not be attached to the front of the building, must be gray in color and may not exceed 18" in width. No wiring is to be visible from the exterior.
- 9.3 These guidelines apply in all respects to tenants as well as unit owners. Unit owners are ultimately responsible for making sure that their tenants are aware of these guidelines and that they are in compliance. Unit owners will be responsible for the cost of any repair for violations.

POOL RULES

Section 10.0

- 10.1 Upon entry, you must sign the roster and check that you have read, understand and agree to abide by the pool rules.
- 10.2 The unit owner's account must be current in Association dues, a unit's pool privileges will be revoked without notice if the owner's account becomes past due. The pool is for owners, residents, and unit guests use only.
- 10.3 All persons using the pool do so at their own risk. There is no lifeguard on duty. The Association and Management are not responsible for accidents or injury.
- 10.4 Neither the pool management company or Association is responsible for lost or stolen items or items left at the pool.
- 10.5 The pool management company and pool monitor is in complete charge in the pool area. He/she may dismiss from the pool area any person(s) who violate these regulations. When a person(s) has been reprimanded or asked to leave the pool area, those person(s) must do so immediately.
- 10.6 Proper bathing attire must be worn.
- 10.7 Individuals must shower before entering the pool.
- 10.8 No person with an infection or a communicable disease is allowed in the pool.
- 10.9 When weather dictates that the pool should be closed in the interest of safety, the pool monitor is responsible and is authorized to clear the pool and close pool area.
- 10.10 The noise level from voices, radios, etc., must be kept at a level so as not to disturb other pool guests; foul language is strictly prohibited. Foul or abusive language will not be tolerated and are grounds for suspension of membership privileges or expulsion from the pool.
- 10.11 No running, diving, jumping, rough play, horseplay, fighting, excessive splashing or pushing.
- 10.12 No jumping across the Lazy River.
- 10.13 No glass in any of the pool areas.
- 10.14 No smoking is permitted in the pool area.
- 10.15 No pets allowed in the pool area.
- 10.16 No littering.
- 10.17 No boogie boards, hard material devices or oversized flotation devices are permitted.
- 10.18 Children under sixteen (16) years of age are not permitted in the pool area unless accompanied by an adult, eighteen (18) years or older. Accompanying adults are

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responsible for and expected to watch the child/children at all times while within the recreation area.

10.19 Children’s swim floats are permitted. An adult must accompany children using swim floats in the pool at all times.

10.20 Children who are not toilet trained must wear approved swim diapers.

10.21 Bicycles, skateboard, skates, or any recreational vehicle with wheels are not permitted in the pool area.

10.22 Persons entering, or remaining in the pool after closing are trespassing and subject to arrest and prosecution.

10.23 Reasons for automatic pool closure:

- Fecal matter in pool and/or pool area
- Main drain damage and/or suction lines blocked
- Lightening, thunder, or severe rainstorm in the area
- Broken glass in the pool or deck area
- Mechanical failure, Pump failure

CLUBHOUSE LEASING RULES

Section 11.0

FINALIZED CLUBHOUSE LEASING RULES WILL BE INSERTED HERE.

CLUBHOUSE USAGE RULES

BERMUDA BAY CLUBHOUSE USAGE AGREEMENT

THIS CLUBHOUSE USE AGREEMENT (hereinafter “Agreement”) is made this the _____ day of _____, 20____, by a between the Bermuda Bay Owners Association (“Bermuda Bay”), Cambridge Cove Owners Association (“Cambridge Cove”), Hamilton Cay Owners Association, Inc. (“Hamilton Cay”), Devonshire Place Owners Association, Inc. (“Devonshire”), _____ [fill in owner’s name here] and _____ [fill in tenant’s name here] [collectively, “the Parties”].

WITNESSETH:

WHEREAS, Bermuda Bay, Cambridge Cove, Hamilton Cay and Devonshire are all

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collectively condominium associations maintain, managing and regulating various common elements within the “Bermuda Bay” development in Dare County, North Carolina, including without limitation, the clubhouse which consists of a two level building with meeting room, television, appliances, workout facilities and associated pool (“the Clubhouse Facilities”);

WHEREAS, the undersigned owner (s) (“Owner”) owns Unit _____ in the Bermuda Bay development and desires to allow the undersigned tenant (“Tenant”) to use the Clubhouse for the period of the lease with the Owner which exceeds six (6) months in duration;

WHEREAS, Bermuda Bay has the power under Chapter 47C of the General Statutes and under its other governing documents to regulate the common elements and, more specifically, the Clubhouse Facilities;

WHEREAS, the Parties desire to enter into this Agreement to confirm the terms under which the Tenant will be allowed to use the Clubhouse Facilities;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, given for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, on behalf of themselves and their respective successors and assigns, do hereby covenant and agree as follows:

1. The undersigned Owner/ Tenant acknowledges receipt of the Clubhouse Facilities Rules and Regulations with respect to the use of the Clubhouse and agrees to comply with all such rules and regulations and further that Bermuda Bay reserves the right to promulgate, amend, revise and publish further such rules and regulations governing the use of the Clubhouse Facilities, which may include without limitation, limitations on the Tenant’s further use of the Clubhouse Facilities (“the Rules and Regulations”).

2. In consideration for being allowed access to the Clubhouse Facilities, the undersigned Owner and Tenant agree to defend, indemnify and hold the Bermuda Bay, Hamilton Cay, Cambridge Cove and Devonshire, their officers, directors, managers and members harmless from any and all injuries, claims, suits or actions arising out of or related to the undersigned’s use of the Clubhouse Facilities.

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3. The Parties acknowledge that the current version of the Rules and Regulations are attached hereto and incorporated herein by reference as **Exhibit A**.

Date: _____

Unit: _____

Name: _____

4. In further consideration for being allowed to use the Clubhouse Facilities, the undersigned Owner must remain in good standing with the association. In the event the Owner is in arrears with his or her assessments, the Owner and Tenant access to the clubhouse will be revoked until the assessments are made current.

5. In the event of a violation of the Rules and Regulations by the Tenant or the Owner, Bermuda Bay reserves the right to revoke the Owner or Tenant's use of the Clubhouse Facilities and the Owner and Tenant expressly waive any right to a hearing before such privileges are revoked, including without limitation, any right to a hearing under N.C.G.S. §47C-3-107.1.

6. This agreement may not be assigned by the Owner or Tenant without the express written consent of Bermuda Bay.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed the day and year first written hereinabove.

BERMUDA BAY OWNERS ASSOCIATION, INC.

_____, President

OWNER: _____

[Printed Name]

TENANT: _____

[Printed Name]

EXHIBIT A CLUBHOUSE FACILITIES RULES AND REGULATIONS

Bermuda Bay maintains, manages and regulates various common elements within the “Bermuda Bay” development in Dare County, North Carolina, including without limitation, the clubhouse which consists of a two level building with meeting room, television, appliances, workout facilities (“the Clubhouse Facilities”). The rules below apply to the use of such Clubhouse Facilities whether you are a guest, tenant or Owner.

1. The Clubhouse Facilities may be utilized between the hours of **6:00 AM and 10:00 PM**.
2. USERS OF THE CLUBHOUSE FACILITIES USE THEM AT THEIR OWN RISK. THERE IS NO LIFEGUARD ON DUTY. CHILDREN UNDER THE AGE OF 16 MUST BE ACCOMPANIED BY ADULTS AT ALL TIMES.
3. Bermuda Bay reserves the right to rent all or some of the Clubhouse Facilities to owners, guests or third parties to the exclusion of owners and guests. To determine whether any of the Clubhouse Facilities have been rented, contact Village Realty at 252-480-4735 or view the event calendar on the association web site at www.bermudabayhoa.com.
4. Do not allow anyone use the Clubhouse Facilities that is not your guest or accompanied by you.
5. USE OF THE FITNESS EQUIPMENT IS AT YOUR OWN RISK. BERMUDA BAY WILL NOT BE LIABLE FOR ANY INJURIES SUSTAINED WHILE USING THE FITNESS EQUIPMENT.
6. Pets, bicycles, skates, and skateboards are not permitted on the Clubhouse Facilities or on the surrounding decks/porches.
7. Appropriate attire should be worn at all times. No wet bathing suits are allowed in the clubhouse building, except in the locker rooms.
8. Smoking is prohibited in the Clubhouse Facilities.
9. Only owners in good standing with Bermuda Bay may use the Clubhouse Facilities.
10. Do not adjust the thermostats inside the clubhouse building.
11. No tape or push pins are to be used on the walls inside or outside the clubhouse without the express written consent of Bermuda Bay.
12. ALL helium balloons must be removed at termination of any function in which such balloons are used. Helium balloons shall not be used in conjunction with ceiling fans in motion.
13. No glass bottles are allowed on or in the Clubhouse Facilities.