

# **Brick Landing Plantation Master Community Association**

**Revised 8 June 2022**

**Approved by the Brick Landing Plantation Master  
Association Board of Directors on June 8, 2022**

## **POLICIES & PROCEDURES (Rules, Regulations, Resolutions)**

### **PREFACE**

*The Rules & Regulations of Brick Landing Plantation are intended to provide the community with a neighborhood experience that is safe, peaceful and predictable.*

The foundation for these Rules & Regulations and the authority for enforcement is contained in the Master Declaration of Covenants, Conditions and Restrictions for Brick Landing Plantation Master Community Association, Inc., the Articles of Incorporation, and the Bylaws. These limitations, restrictions, covenants and conditions are binding on all parties having acquired any right, title or interest in property within Brick Landing Plantation. Observing the provisions of these documents is the responsibility of every property owner, the owner's guests, invitees, or tenants.

All Brick Landing Plantation Master Association documents are available on the Brick Landing website, [www.bricklanding.org](http://www.bricklanding.org). Sub-association documents may contain additional restrictions or regulations and may be obtained from your association president. Master Association regulations control, where applicable, over sub-association rules.

### **RESIDENTIAL PROPERTY DIRECTIVES**

#### **A. ARCHITECTURAL GUIDELINES**

- a. All policies and procedures pertaining to construction of new residential dwelling units or renovation of existing buildings are contained in the BLP Architectural Guidelines.
- b. Failure to comply with the BLP Architectural Guidelines application and approval process including completion of work which is not in accordance with the scope of work defined in the ARC application will be subject to a \$100 fine.

#### **B. PROPERTY USE**

- a. All property within BLP shall be used for residential purposes exclusively.
- b. No trade, craft, transient hotel business, boarding house, B&B, commercial or manufacturing

enterprises of any kind, shall be conducted or carried on upon any residential lot or within any building within a residential lot.

- c. A home office or business that does not involve visitation of the residence by clients, employees, agents, customers, suppliers, or other business invitees, or door-to-door solicitation of other residents of BLP is permitted.

### **C. RESTRICTED ACTIVITIES**

- a. Activities which materially disturb or destroy the vegetation, wildlife, water, or air quality within BLP.
- b. Garage or yard sales are not allowed unless conducted by a Brick Landing Plantation community organization.
- c. Prior notification is required by Brick Landing Security when scheduling an Open House and prospective buyers must be accompanied by a licensed realtor or by the property owner.
- d. For the safety and peaceful enjoyment of the community the open display of side arms nor the discharge of handguns, rifles, BB guns, paint ball guns, air rifles, pellet guns or use of bow and arrows or crossbows shall not be permitted in common areas or recreational facilities.
- e. Community safety concerns disallow the open burning of yard debris, trash, garbage, household refuse or construction debris.

### **D. PROPERTY MAINTENANCE**

- a. It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such property which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.
- b. Removal of trees requires the authorization of the ARC.
- c. Exterior motion detector lighting should not disturb residences on either side.
- d. Structural and property damage debris shall be removed from the property as soon as possible but not later than 30 days unless restrained by pending insurance claims.
- e. Driveways and mailboxes shall be properly maintained.
- f. Trash, recycle and yard waste bins are to be taken in after pick-up and stored inconspicuously on owner's property.

### **E. SIGNS & FLAGS**

- a. In accordance with Chapter 47F of the NC Planned Community Act **THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS.**
- b. No commercial signs of any kind are permitted within the BLP community.
- c. Builder signs are permitted only in accordance with specifications outlined in the BLP Architectural Guidelines and Declaration of Covenants, Conditions and Restrictions.

### **F. PROPERTY RESTRICTIONS**

- a. Part I, Par. 7 of the Brick Landing Plantation Covenants, Conditions and Restrictions, "No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Declarant (Master Association)."
- b. Structures such as storage sheds shall be permitted unless prohibited by individual sub-associations. Such structures, if permitted, require review and approval by the ARC.

## **G. PETS**

- a. Brunswick County defines every non-human species, both domestic and wild as an animal. As such, any animal found off the property of its owner and not under physical restraint of a competent person shall be deemed at large and subject to fines in accordance with Brunswick County Leash Law. Dogs must be properly leashed when off the property of the owner. Brunswick County Leash Law shall be observed. Individual sub-association documents may also contain restrictions on animals.
- b. In accordance with Brunswick County Noise Ordinance, barking that is plainly audible across property lines for more than five (5) continuous minutes may be considered a disturbance to the neighborhood.
- c. Pet fecal matter is to be picked up and properly disposed of.
- d. Outdoor dog runs/pens shall not be visible from the road and shall be kept clean and free of offensive odors.
- e. No housing of dangerous exotic or poisonous creatures shall be permitted, nor shall any animal be kept, bred or maintained in BLP for commercial purposes.
- f. Pet owners shall be liable to the MA for the cost of repairing any damage to common property caused by the pet.

## **H. NUISANCES**

Outdoor activities between 11:00 PM and 7:00 AM shall comply with the Brunswick County Noise Ordinance. A copy of same is available on the Brunswick County website.

## **I. MOTORIZED VEHICLES, PARKING & STREETS**

- a. Any person operating a motor vehicle, including golf carts, within the BLP community will be doing so at their own risk. Golf cart drivers under the age of 16 must be accompanied by a responsible adult over the age of 21.
- b. Junked, wrecked, or stripped vehicles, boats, trailers, over-sized vehicles, motor homes, RV's, or pleasure craft equipment shall not be stored or parked on common property, in the right-of-ways, or in driveways or visible from the street for more than a reasonable length of time necessary for unloading and maintenance.
- c. For safety and security purposes, unauthorized overnight parking on streets is not permitted. Vehicles that are parked in the roadways of the Brick Landing community are subject to a \$100 fine and can be towed at the owner's expense. Notify BLP Security Guards when an extenuating circumstance arises requiring overnight parking and they will be given direction to the permitted parking area.
- d. Posted speed limits must be observed.
- e. Pool parking lot is for pool parking only. Overnight parking in the pool parking lot will not be permitted, vehicles that are parked overnight in this area is subject to a \$100 fine and can be towed at the owner's expense.
- f. No dirt bikes, go-carts or similar vehicles may be operated within the BLP community.
- g. Overnight parking in driveways or on common property of any non-passenger type vehicle, or vehicles with dual rear wheels, or vehicles with visible equipment, supplies, tools, or ladders, or any vehicle with a commercial body such as: utility, dump, stake, van box, delivery,

flatbed, tank, etc., or any vehicle deemed to be a nuisance, safety hazard or incompatible with the residential character of the community shall not be permitted.

- h. Overnight parking of watercraft, boats, RV's, trailers, large box truck vehicles, flatbeds, utility trucks along with any other large or commercial style vehicle will not be permitted in the overflow parking lot next to the tennis courts and its surrounding areas and the parking lot adjacent to the main gate on Landing Blvd. A reserved area in the parking lot next to the tennis courts which is marked by permit parking only will be permitted to park overnight for resident and guest vehicles, watercraft, boats, RV's, trailers, large box truck vehicles, flatbeds, utility trucks along with any other large or commercial style vehicle. A valid parking permit must be obtained from the Brick Landing Security to be parked in these spaces and will be valid for up to 10 days. Any vehicle that does not have a valid parking permit will be subject to a \$100 fine and can be towed at the owner's expense.
- i. Parking on the shoulder of the roadway or sidewalk on Landing Blvd. or any other location designated a common area without permission of the Brick Landing Master Community Association is not permitted. Any owner of any vehicle that violates this will be subject to a \$100 fine, these fines if not paid will be assessed against the associated/responsible property owner and billed in conjunction with property HOA fees. These fees will be subject to the same collection processes for non- payment of property assessment up to lien filing and when necessary, foreclosure, and the cost of damages to property, irrigation equipment. Vehicle can be towed at the owner's expense.
- j. Direct vehicular access to BLP residential properties inside gated boundaries via Goose Creek Rd SW, Horse Branch Road SW or Brick Landing Rd SW is prohibited.

## **J. RECREATIONAL FACILITIES**

- a. Use of all BLP recreational facilities is reserved for property owners only, their guests, invitees, and allowable renters.
- b. All posted pool and spa regulations shall be strictly observed.
- c. Misuse or damage of recreational facilities or equipment may result in punitive action by the Master Association. Property owners shall be responsible for damages caused by their children, invitees, or guests.
- d. The pool pavilion may be reserved by an owner for private functions. The pool, however, will not be closed to BLP residents. A deposit and completed reservation form must be submitted to Recreation Committee Chairperson to guarantee a specific date.
- e. Proper equipment shall be used on the tennis courts and players shall observe posted rules.

## **K. SECURITY**

### **Limitations:**

- a. The Master Association, its agents, including but not limited to, any management company of the Association, nor any successor Declarant shall in any way be considered insurers or guarantors of safety within BLP. The Master Association, its agents, including but not limited to any management company of the Master Association, nor any successor Declarant, shall be held liable

for any loss or damage for failure to provide adequate safety or ineffectiveness of safety measures undertaken.

b. The Master Association, its Board of Directors, and Association committees, its agents and the management company of the Association, and any successor Declarant do not represent or warrant that any entry gate, patrolling of the property, neighborhood watch group or volunteer safety patrol, or any safety system that may be designated by or installed according to guidelines established by the Master Association may not be compromised or circumvented; nor that any entry gate, patrolling of the property, neighborhood watch group or volunteer safety patrol, or any security system will prevent loss by burglary, theft, hold-up, or otherwise; nor that any entry gate, patrolling of the property, neighborhood watch group or volunteer safety patrol, or any security systems will in all cases provide the detection or protection for which the system is designed or intended.

c. The Master Association, its Board and committees, its agents and the management company of the Association, or any successor Declarant are not insurers of safety within the property. Each owner shall be responsible for informing its tenants and all its occupants that the Master Association, its Board and Committees, are not guarantors of security or safety and that each person within BLP assumes all risks of personal injury and loss or damage to property including lots, improvements thereon, dwelling units, recreational amenities, and the contents thereof, resulting from acts of third parties.

d. All owners and occupants, and all family members, tenants, guests, and invitees of any owner, assume all risks for loss or damage to persons, lots, dwelling units, recreational amenities, and the contents thereof. The Master Association, its Board and committees, its agents and the management company of the Association, or any successor Declarant, make no representations or warranties expressed or implied, relative to any entry gate, patrolling of the property, or any security systems recommended or installed, or any safety measures undertaken with the property.

#### **E. Guard Services & Responsibilities:**

a. Guests/visitors shall not be allowed entry to the community without prior notification from resident. Without prior notification guests/visitors shall be announced to resident for authorization to admit. Properly identified guests/visitors shall be issued visitor's pass.

b. Door-to-door solicitors; non-resident joggers, bikers, skateboarders, or walkers; persons having no legitimate business in the community shall not be granted access.

c. Guards shall enforce protocol in place dealing with commercial vehicles.

d. Residents conducting special events requiring the assignment of additional security guards will be charged a fee equivalent to the personnel costs associated with the additional guards.

## **L. RESOLUTION OF VIOLATIONS**

- a. A claim or alleged report of a violation of Master Association covenants or rules received by the Master Association shall be referred to a three (3) person panel appointed by the President of the Master Association. The panel shall decide the validity of the claim and the Master Association's right to enforce.
- b. Should the panel determine the claim to be valid, an initial certified letter shall be sent by the Master Association informing the property owner of the nature of the violation, the provision in the Master Association documents that substantiates the offense and request that they correct the violation no later than ten (10) days following the date on the Master Association's letterhead.
- c. Failure to comply within the 10 day period the Master Association will follow-up with a second certified letter citing the nature of the violation, and a specific date by which to remedy the violation. The letter will explain the potential consequences of non-compliance, such as suspension of amenities, fines, or possible legal action. The letter will further explain their right to file a letter of appeal to the Master Association within ten days following the date on the letterhead.
- d. Upon receipt of a written appeal a hearing before the Master Association's Board of Directors will be scheduled. The results of the Board hearing will be final.
- e. In the absence of a written appeal filed within the specified time period, the Master Association will exercise its right to suspend privileges, impose fines, or take legal action.
- f. In accordance with the North Carolina Planned Community Act, G.S. 47F-3-107, if it is decided that a suspension of planned community privileges or services should be imposed the suspension may be continued without further hearing until the violation is cured.
- g. If it is decided that a fine should be imposed, G.S. 47F-3-107 allows a fine not to exceed one hundred dollars (\$100.00) to 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 Chapter 47F-3-116.
- h. Enforcement of fines at Brick Landing Plantation, in compliance with G.S. 47F-3-107, for violations shall be as follows: five (5) days following Master Association final decision, a fine of \$15.00 per day will be imposed without further hearing until violation is cured; in the case of recidivism where a violation is determined to be a repetitive act a fine of \$15.00 per incident will be imposed without further hearing.

## **M. SUSPENSION OF PRIVILEGES FOR NON-PAYMENT OF ASSESSMENTS**

- a. If a sub-association desires to suspend privileges to Master Association facilities to one of its residents, the sub-association requesting the suspension shall provide the Master Association evidence that the lot or condominium unit owner is more than thirty (30) days delinquent in the payment of an assessment against the lot or condominium unit and has been notified of their delinquency and that their privileges may be suspended by the Master Association.
- b. Upon receipt of a request from a member association, the Master Association shall refer the matter to the Rules Enforcement Committee.
- c. The REC shall send a notice of a hearing to both the member association and the lot or condominium unit owner. The letter shall indicate the date, time, and place of the hearing.
- d. Any hearing shall not include a member of the Executive Board of the member association making the request.
- e. Following the hearing the lot or condominium owner may appeal any decision of the REC to the Master Association's Board of Directors within fifteen (15) days after the hearing.

- f. Suspension of privileges or services will remain in effect until the lot or condominium owner is current on all assessments.
- g. Failure of the delinquent owner to appear for the hearing shall not prevent the MA from taking action to limit privileges. property assessment up to lien filing and when necessary foreclosure, and the cost of damages to property, irrigation equipment. Vehicle can be towed at the owner's expense.