

Village at Summerset HOA, Inc.
Consolidated Rules and Regulations and Covenant Use Restrictions
November 23,2020

Section	Community Rule, Use Restriction, or Other	Reference
1	PARKING, STORAGE, VEHICLE OPERATION	
	<i>"Vehicles, including without limitation, automobiles, trucks, boats, boat trailers, personal watercraft, trailers, motorcycles, campers, vans, and recreational vehicles, shall be parked and stored on Lots in accordance with rules and procedures determined by the Board. The Board may, pursuant to Articles 14 and 15, remove vehicles, trailer, boats, inoperable vehicles, commercial vehicles, and any other vehicles which are stored on a Lot in violation of the rules promulgated by the Board."</i>	Covenants Exhibit B.2.n
1.1	There will be no parking of any kind along Village at Summerset Drive at any time.	Member Vote, October 20, 2014
1.2	Vehicles parking on the streets (except for Village at Summerset and Cavalier Drive) shall be parked on the same side and only one side to allow passage of emergency vehicles.	Member Vote, October 20, 2014
1.3	There will be NO PARKING or DRIVING of a vehicle upon any lawns, grass, pine straw, or vegetative common area. Parking is permitted on paved surfaces only.	Member Vote, October 20, 2014
1.4	If an owner, renter, or guest causes damage to the grass or irrigation system from parking or driving on it, the lot owner will receive an invoice for the cost of replacement or repair.	Member Vote, October 20, 2014
1.5	The full length of all alleys must remain clear. NOTE: This excludes the designated parking areas at the end of some alleys where parking may accommodate up to a maximum of two vehicles. Under no circumstances is parking allowed to block the area used for backing out of a bordering garage.	Member Vote, October 20, 2014
1.6	Parking of commercial vehicles on streets and driveways is not permitted at any time unless repairs or deliveries are being made to an individual home.	Member Vote, October 20, 2014
1.7	No boat, motorboat, camper, trailer, motor home, mobile- home, or similar type vehicle or equipment, shall be permitted on driveways, any common area, or limited common area at any time. Construction and commercial vehicles may be parked in the community, but only when work is being done on the premises and never overnight without written consent of the Board. No commercial vehicle, boat, trailer, inoperable vehicle or a working vehicle without current registration is permitted on any Village at Summerset driveway pad or common or limited common area. The Village at Summerset HOA shall have the right to have all such vehicles towed at the owner's expense, without notice. No resident may repair vehicles, boats, personal watercraft, engines, boat motors, motorcycles or any type of motorized vehicle or engine on, or in any common area including, but not limited to driveways, parking areas and roads.	By-Laws, Section 4.5, Subsection D Board of Director's Vote, June 16, 2020 Member Vote, November 23, 2020
1.8	Speed Limit/Vehicle Noise – Within the streets owned by the Village at Summerset HOA, the speed limit is hereby set at 14 miles per hour as is posted. The Board reserves the right to monitor speed by owners, their tenants and or guests utilizing organizations having certified speed detection technology. Upon notice and opportunity for hearings, civil citations and fines may be imposed for vehicle speeds in excess of 14 miles per hour on a sliding ascending scale. Fines are as follows: 15 to 20mph -\$50 fine; 21mph to30mph - \$100 fine; >31mph -\$200 fine. Operation of a motor vehicle on any Village at Summerset Community road or alley by an engine having a missing, inoperable, defective, bypass, cutout, or whistle tip muffler is prohibited. The Board reserves wide discretion in determining the acceptable level of noise permitted from any source including vehicles of any kind.	By-Laws, Section 4.5, Subsection D Board of Director's Vote, June 16, 2020 Member Vote, November 23, 2020
2	PETS	
	<i>"The Association may adopt reasonable rules regarding household pets designed to minimize damage and disturbance to other Owners and occupants, including rules requiring damage deposits, waste removal, leash controls, noise controls, pet occupancy limits based on size and facilities of the Lot and fair share use of the Common Elements. Nothing in this provision shall prevent the Association from requiring removal of any animal that presents an actual threat to the health or safety of residents or from requiring abatement of any nuisance or unreasonable source of annoyance."</i>	Covenants Exhibit B.2.s
2.1	Pets are not permitted to swim in any of the ponds or retention areas.	Member Vote, October 20, 2014
2.2	Pet Owners and tenants with pets are required to carry bags to clean up pet feces in any area.	Member Vote, October 20, 2014
2.3	While at home, no owner or tenant will leave an animal unattended in any Common Area unless within a containment area approved by the Architectural Review Committee. Animals shall not be chained outside. Owners may not leave an unattended pet in any Common Area or Limited Common Area if not at home.	Member Vote, October 20, 2014

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2.4	No animals, livestock, or poultry shall be raised, bred, or kept on any Lot except that cats, dogs, and other household pets may be kept; provided they are not kept, bred, or maintained for any commercial purpose and they are not kept in such numbers as to be an annoyance or nuisance to other Owners.	Member Vote, October 20, 2014
2.5	Owners will comply with all City of Wilmington ordinances with respect to pickup of domestic animal wastes.	City of Wilmington ordinance Chapter 12, Utilities, Part 2, Section 12-28.
2.6	Owners will comply with all New Hanover County ordinances with respect to vaccinations, collars, identification, restraint, and public nuisances.	New Hanover County ordinances, Chapter 5, Animals.
2.7	Owners or tenants, or guests will not leave an animal unattended in any common area or limited common area. Whether a pet is attended or unattended, located in a common area, limited common area, in the roads or alleys, in vehicles or inside owner's homes, barking that impacts the quiet enjoyment of other residents is prohibited.	By-Laws, Section 4.5, Subsection D Board of Director's Vote, June 16, 2020 Member Vote, November 23, 2020
3 PONDS USAGE		
3.1	No fishing, swimming, boating, or wading is permitted in the storm water retention ponds.	Member Vote, October 20, 2014
4 ACCESSORY STRUCTURES & IMPROVEMENTS		
4.1	Grills (covered or uncovered) are permitted if stored in the rear or side yards and/or porches of the residence and not visible from the street. Note: They may be visible from the streets only when in use.	Member Vote, October 20, 2014
4.2	No improvements (including staking, clearing, excavation, grading and other site work), exterior alteration of existing improvements (including painting), placement or posting any object or thing on the exterior of any Lot, Dwelling Unit, other structure or Common Elements (e.g., signs, mailboxes, mailbox posts, accessory buildings, antennae, satellite dishes, cloth lines, playground equipment, temporarily or permanently installed basketball goals, pools, propane tanks, lighting, temporary structures, and artificial vegetation), planting or removal of Landscaping, or installation or removal of a well or an irrigation system shall take place expect with written Architectural Committee review and approval.	Covenants, Article 13
4.3	No living tree may be cut down without complying with the City of Wilmington tree ordinance, removal, replacement, and permit process. This is incorporated into the Architectural Committee review process.	Wilmington Municipal Code, Chapter 18, Article 8, Division II, Tree Preservation and Division III, Tree Removal.
4.4	Satellite dishes, antennae, and similar kinds of devices for the transmission of television, radio, satellite or other signals are permitted with Architectural Review Committee approval and provided that these devices are placed in the least conspicuous location on the Lot with acceptable quality signal.	Covenants, Exhibit B.4.d
5 WINDOW COVERINGS/EXTERIOR DECOR		
5.1	All drapes, curtains, or other similar materials hung at windows, or in any manner as to be visible from the outside, of any house erected upon any lot must be of a white or neutral background material.	Member Vote, October 20, 2014
5.2	One United States Flag and one North Carolina flag OR University OR Professional Sports Team flag may be displayed on a building, but separate freestanding/vertical flag poles are not allowed. Note: Provisions provides for a maximum of two flags to be displayed, an American Flag and/or State of North Carolina Flag OR University OR Professional Sports Team flag in lieu of the State of North Carolina Flag. The location of the flag(s) is subject to Architectural Review Committee approval.	Member Vote, October 20, 2014
5.3	All light bulbs and other lights installed in any fixture located on the exterior of any building be white light or yellow bug bulbs.	Member Vote, October 20, 2014
5.4	It remains the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt condition of the buildings or grounds on their LOT which would tend to decrease the beauty of the development as a whole or specific area.	Member Vote, October 20, 2014

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5.5	Owners shall repair or replace, and/or realign any broken, damaged, misaligned blinds and window coverings.	By-Laws, Section 4.5, Subsection D Board of Director Vote, June 16, 2020
6 VEHICLE REPAIRS/GARAGE DOORS		
6.1	No repairs to any vehicle may be made in driveways.	Member Vote, October 20, 2014
6.2	Garage doors must be closed at all times, unless working in the yard, working in the garage, or other garage related activities.	Member Vote, October 20, 2014
7 SIGNS & DISPLAYS		
	No signs may be displayed on Lots except as provided for in the rules promulgated by the Board.	Covenants Exhibit B.2.t
7.1	No signs (including "For Rent", "For Sale", political, and other similar signs) may be erected or maintained on any lot, except for "For Sale Open House" signs which are allowed on the day of the Open House. "Property Identification Signs" detailing house number or resident name and professional home security system signs will be permitted, if approved by Architectural Review Committee, and not exceeding 160 square inches in area.	Member Vote, October 20, 2014
7.2	No sign may be nailed to any tree.	Member Vote, October 20, 2014
7.3	Holiday displays and lighting can be placed outside on a residence or in the residence Common Area or Limited Common Area up to one month before the holiday. All holiday displays and lighting must removed no later than two (2) weeks after the holiday.	Member Vote, October 20, 2014
8 GRASS SURVIVAL/COMMON AREA ALTERATIONS		
8.1	No person may undertake, cause or allow any alteration of construction in or upon any portion of the common area except at the direction or with the express written consent of the Association.	Member Vote, October 20, 2014
8.2	An owner must properly run the irrigation system, or provide adequate irrigation from other means i.e., hand watering, to satisfy the demand for grass survival.	Member Vote, October 20, 2014

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8.3	Each Owner shall be responsible for maintaining their irrigation systems allocated to their Lot, shall operate the irrigation system pursuant to standards in the Rules and regulations to assure the continuing good health and appearance of the grass and other Landscaping consistent with Community Wide Standards, and shall be responsible for the costs of operating the irrigation system.	Covenants Section 7.2
9 ASSESSMENTS		
9.1	A late fee of \$20 per month for late payment of dues or any assessment will be imposed at 10 days past due and each month thereafter until paid.	Member Vote, October 20, 2014
10 USE RESTRICTIONS		
10.1	Lots will be used for single family residential purposes.	Covenants 14.4 and Exhibit B.1
10.2	Owners will prevent unclean, unsightly, unhealthy, or unsafe conditions outside.	Covenants Exhibit B.2.a
10.3	No foul or obnoxious odors, fumes, dust, smoke, or pollution is allowed that creates noise, unreasonable risk of fire or explosion, or other conditions which constitute a public or private nuisance.	Covenants Exhibit B.2.b&g
10.4	No outside burning of trash, leaves, debris or other materials.	Covenants Exhibit B.2.e
10.5	No outdoor storage of goods, materials, or equipment, except that outdoor storage of building materials shall be permitted during construction approved by the Architectural Committee.	Covenants Exhibit B.2.f
10.6	No use of firecrackers or fireworks, sound pollution, or any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes.	Covenants Exhibit B.2.c & h
10.7	No dumping grass clippings, leaves or other debris, petroleum products, fertilizers, cleaning materials, soaps, or other potentially hazardous or toxic substances in any storm sewer, drainage ditch, or other component of the storm drainage system.	Covenants Exhibit B.2.i and City of Wilmington ordinance Chapter 12, Utilities, Part 2, Section 12-29.

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10.8	No use of any Lot for operation of a timesharing, fraction-sharing, or similar program.	Covenants Exhibit B.2.j
10.9	No onsite storage of gasoline, heating, or other fuels on Lots, except that a reasonable amount of propane gas and other fuel may be stored on each Lot for emergency purposes and operation of gas cooking grills, lawn mowers and similar tools or equipment.	Covenants Exhibit B.2.k
10.1	No outside use of any Lot for business or trade, yard sale, garage sale, moving sale, rummage sale, or similar activity and no door-to-door solicitation of residents.	Covenants Exhibit B.2.l
10.11	No activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Property.	Covenants Exhibit B.2.m
10.12	Unless approved by the Architectural Review Committee, no signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; decks; docks, piers and similar structures; and hedges, walls, dog runs, animal pens, storage sheds, or fences of any kind.	Covenants Exhibit B.2.o
10.13	No trailer, tent, shack, barn, temporary structure, mobile home, modular home, or camper vehicle shall be on any Lot.	Covenants Exhibit B.2.p
10.14	No alteration to drainage facilities except as approved by the State Division of Water Quality and Architectural Review Committee.	Covenants Exhibit B.2.q
10.15	Trash cans are to be kept inside garages or hidden from view from other Lots or streets except for collection.	Covenants Exhibit B.2.r
10.16	It is prohibited to feed wildlife on the Village at Summerset common or limited common areas, or nearby ponds and drainage ditches. Wildlife includes all animals and excludes domestic pets. Feeding domestic pets outside the home in any common or limited common area attracts other wildlife and rodents and leaving food out for extended periods is prohibited. Liquid nourishment for wildlife is permitted.	By-Laws, Section 4.5, Subsection D Board of Director's Vote, June 16, 2020 Member Vote, November 23, 2020
Notes:		

Refer to HOA Covenants Exhibit B for actual wording of Use Restrictions, and for other prohibited uses, prohibited conditions, and leasing/rental requirements.