

## **BENTLEY GARDENS HOMEOWNERS ASSOCIATION**

### **RULES AND REGULATIONS**

AS MEMBERS OF THE BENTLEY GARDENS HOMEOWNERS ASSOCIATION WE TAKE PRIDE IN OUR COMMUNITY. IN ORDER TO KEEP BENTLEY GARDENS LOOKING ITS BEST, AND TO PRESERVE THE AESTHETICS AND INTEGRITY OF ITS ORIGINAL DESIGN, PLEASE FOLLOW THESE RULES AND REGULATIONS WHICH ARE CONSISTENT WITH THOSE OUTLINED IN THE BENTLEY GARDENS COVENANTS AND BY-LAWS.

#### **ANIMALS**

Dogs, cats or other household pets may be kept and maintained provided that they are not kept or maintained for commercial purposes. Pets are not allowed to run free, and must be properly leashed and escorted at all times when they are outside. We ask that you remove any droppings that your pet may leave on any common or personal property. If any pet shall become a nuisance, the Board shall have full authority to have such pet permanently expelled from the properties. Invisible pet fences are acceptable.

#### **ASSESSMENT COLLECTION POLICY & PROCEDURE**

The current annual assessment/maintenance fee is based upon the annual budget for each year and shall be payable in quarterly installments. Any assessment or installment thereof due to the Association shall be past due and in default if not paid within thirty (30) days of the date the assessment or installment is due (meaning the 1<sup>st</sup> day of each quarter of the calendar year). Any additional assessment fee that may be levied by the Board of Directors shall be due and payable as specified by the Board of Directors at such time as the action is taken. At such time payment of any maintenance fee, regular or special assessment, fine, late fee or other costs or installment thereof, shall be in default, the amount of such assessment or installment shall be charged a late fee of \$20 per month.

#### **COMMON AREAS**

Recreational use of common areas such as the Temple Garden and Bentley Park by homeowners and their guests is allowed for normal exercise and leisure activities. However, activities involving additional equipment, extended hours of use, and large groups of guests require prior approval of the Association and must meet set guidelines. No person shall undertake, cause, or allow any alteration, construction, or damage in or upon any portion of the Common Areas, including easements along Bentley Gardens roads except at the approval of the Architectural Control Committee.

#### **COMMON SERVICES**

The Homeowners Association will provide for upkeep and maintenance of streets, structures and grounds, including the preservation of all grasses, lawns, trees, shrubs, gardens, and vegetation in the common areas. Common areas for purposes of services shall include property easements and their shrubbery along the Bentley Gardens roads. Pruning or removal of large trees on an individual's property is an owner's responsibility. Additional services beyond those contracted with the current landscape company by the Association may be arranged privately.

#### **TRASH COLLECTION & WATER**

One trash collection contractor shall be used and all homeowners will participate, with recycle pick-up optional. Trash and recycling shall be kept in containers and concealed from view except on collection days, when the containers shall be placed at the curb for collection. Containers are to be brought in out

of view the same day, after collection. All water shall be obtained from the Cape Fear Public Utility Authority.

## **LOT APPEARANCE**

All lots shall be kept neat and in good condition including beds and foundation plants and shrubs. Alterations to easements that border Bentley Gardens roads and individual lots must be approved by the Architectural Review Committee. Unsightly, inoperative junk cars, equipment, and materials cannot be maintained on any lot. Basketball goals, vegetable gardens, and clotheslines must be out of sight from the street. Yard or garage sales are strictly prohibited.

## **MAINTENANCE**

Each homeowner shall maintain the exterior of his/her house in good condition and repair, and shall replace worn and rotten parts, regularly repaint all painted surface, and remove visible mildew from residence and driveway. Owners shall not permit the roofs, rain gutters, downspouts, exterior wall, windows, doors, walks, driveways, parking areas, or other exterior portions of the improvements to deteriorate in an unattractive manner. All exterior paint colors, roof colors and materials must be approved by the Architectural Review Committee.

## **NUISANCES**

No noxious or offensive condition shall be allowed to exist upon any lot or common area, nor shall anything be done on it which may become an annoyance or nuisance to the neighborhood.

## **PARKING**

All parking of residents' automobiles is to be in the driveways or in the garages. Vehicles are not allowed to park on any grassed or landscaped areas. Street parking is limited to visitor parking and may not exceed twenty-four (24) hours without the advanced approval of the Association. No parking is permitted in the entrance way from the gate to the stop sign at Bentley Gardens Lane. Damages to lawns or common areas by homeowners or vendors in their employ shall be repaired at the expense of the owner.

## **PERMANENT STRUCTURES**

No dwelling, wall, fence, or other structure shall be constructed or maintained upon any lot, nor shall any exterior addition to, change in, or alteration of exterior surfaces, including grounds, be made until the plans have been submitted to and approved by the Architectural Control Committee.

## **POST AND PAPER BOXES**

Each lot in the subdivision shall have only one (1) mailbox and one (1) paper box to be mounted on a single post, and furnished by the Association. Only the original design and colors are permitted. Painting and cleaning is the responsibility of the Association. Repair and replacement are homeowners' responsibility.

## **RESIDENTIAL PURPOSES**

It is intended that all lots shall be used for residential purposes only, however, an office is permitted within an individual residence. No extensive vehicular traffic will be permitted to enter or exit Bentley Gardens as a result of the office function.

## **RENTAL OF A DWELLING**

A homeowner may rent his/her dwelling to a single family for a period of not less than one (1) year. Upon renting, the homeowner shall provide the Association with a copy of the lease, along with the name(s), phone number(s), and email address(es) of the renter(s). It shall be the homeowner's responsibility to inform the renter of the Covenants and Rules and Regulations of the Association, and ensure compliance by the renter. Under no circumstances will any residence be used for AirB&B, VRBO, or similar short term rental.

#### **VEHICLES AND RECREATIONAL VEHICLES**

No boat, camper, trailer, motor or mobile home, or similar type vehicle shall be permitted in common areas. All boats, trailers and utility trailers shall be kept in garages or out of sight. No inoperable or unauthorized vehicle or vehicles without current registration and insurance will be permitted on site.

#### **SIGNS**

No advertising signs shall be on any lot, except that one (1) sign, not to exceed five (5) square feet in area, may be used to advertise a dwelling for sale. "For Sale" signs are not allowed on any common area or street right of way. This covenant shall not apply to signs erected by a contractor for an item of work being performed on a given lot, during construction only.

#### **TELEVISION ANTENNAS, SATELLITE DISHES, SOLAR PANELS**

Installation of antennas, satellite dishes, and solar panels which can be viewed from the street require prior approval of the Architectural Control Committee.

#### **TEMPORARY STRUCTURES**

No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot, at any time, as a residence. Modular storage units will be allowed for periods of ten (10) days or less with prior Board permission.

Amended March, 2019

