

Rules and Regulations of the Westshore Park Homeowners Association, Inc.

The name of this condominium association is: “Westshore Park Homeowners’ Association, Inc.,” a nonprofit organization. The designated acronym for the organization shall be WPHOA.

The Board of Directors for Westshore Park Homeowners Association, Inc. (WPHOA) have adopted the following Rules & Regulations, which are intended to:

- provide a safe, peaceful, and attractive community in which to live
- protect and enhance the quality of life for all unit owners
- preserve and grow property values
- maintain a common appearance of units, landscaping, and common areas

It is the responsibility of each unit owner to know these Rules & Regulations, By-Laws, Declaration, Amendments, and laws relating to WPHOA and all residents (unit owners, renters). Visitors and guests are required to comply with these Restrictions.

The Board of Directors shall make every effort to ensure that these changes do not adversely affect the rights of unit owners to reasonable use and enjoyment of their property or ownership privileges. At the same time, the Board of Directors will adopt, maintain, and enforce these requirements to ensure unit owners’ use and enjoyment of their property is not infringed or diminished by the noncompliance of other unit owners or their tenants or guests.

The Rules & Regulations may be modified, added to, or repealed in whole or in part by the Board of Directors when deemed necessary to meet the best interest of unit owners and WPHOA. In the event of conflict, the By-Laws or the Declarations of Covenants and Amendments will prevail. Local, city, county and state, ordinances and statutes shall prevail in the event of conflict with any Association documents.

Non-compliance or violation will subject the violator to any and all remedies available to WPHOA. WPHOA shall be entitled to recover in such actions all court costs incurred, together with reasonable attorney’s fees against any person(s) violating the Rules & Regulations and any exhibit attached thereto. These actions will be taken in accordance with The North Carolina Condominium Act, and the By-Laws and Declaration of Covenants of Westshore Park Homeowners Association Inc. Unit owner(s) are responsible for compliance by their guests, lessees, and all other visitors.

All effort has been made to ensure this document is in compliance with the city, county and state code standards and enforcement which are based on two state documents: Regulation of Appearance & Design and Standards & Conduct in Municipalities.

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APPENDIX 1 - Rules and Regulations

1. All units shall be used for single family purposes. No commercial activity shall be undertaken within a unit, nor may a unit be used for business purposes other than ancillary home office uses. Other types of “walk in” business, trade, or similar such activity may not be conducted within a unit.

2. The cleanliness and orderliness of the Limited Common Elements shall be the responsibility of unit owners and must be consistent in appearance with and in harmony with the community.

3. Yard sales, garage sales, tag sales, flea markets, or similar activities are prohibited.

B. PARKING / VEHICLE OPERATION

1. On-street parking is permissible for visiting guests for a period not to exceed one week.

2. No commercial vans, storage containers, commercial trucks, motorcycles, golf carts, or minibikes may be parked or kept outside of the garage or anywhere within the community overnight, without approval of the President of the Board of Directors.

3. Permissible trucks are restricted to private-use vehicles with a maximum of four wheels & two axles and shall not be commercially licensed or bear signage or advertisements.

4. Recreational vehicles, trailers, boats, jet skis, and campers may not be parked or stored in the street or in a driveway or anywhere within the Association property; the President of the Board of Directors may approve overnight parking requests up to a maximum duration of one week.

5. All vehicles must be in operating condition and have a valid, current license tag. Inoperable vehicles must be stored inside the garage.

6. All motorized vehicles must be operated on paved surfaces only and may not be parked or left unattended on common elements (including pine straw or grass areas near or adjacent to units) or in the cleared central area belonging to a private property owner (unit owners do not have permission to utilize that property for any purpose).

C. SOLICITATION

1. Solicitation on the grounds of WPHOA is prohibited. Placing of materials on or under unit doors or within or on mailboxes is prohibited unless the President of the Board of Directors grants written permission.

2. Information pamphlets, newsletters, or letters of notification sent by the Board of Directors to unit owners may be delivered directly to unit owners or placed on / under unit doors.

D. PET RESTRICTIONS

1. Unit owners, renters or tenants, are permitted to have ordinary house pets (defined as including only dogs, cats, caged domesticated birds, hamsters, gerbils, guinea pigs, and aquarium fish).

2. The number of ordinary house pets is not to exceed two per unit.

3. Pets may not be kept, bred, or maintained for commercial purposes.

E. TRASH MANAGEMENT

- 1.Trash, recycling materials, and yard debris should be placed in containers provided by the City of Fayetteville and with space between carts to allow for mechanical sanitation truck arm to operate.
- 2.City ordinance requires residents to return all containers by the end of the collection day to designated storage areas.
- 3.All containers for WPHOA are to be kept inside the garage of each unit or concealed from view from street side and golf course.

F. EXTERIOR MANAGEMENT AND STRUCTURAL CHANGES

- 1.Unit owners must submit an Architectural Change Request (ACR) and receive written permission from the Board of Directors before any modification of any common area is performed.
- 2.Unit owners must submit an ACR and receive written permission from the Board of Directors before undertaking structural changes to the exterior of a unit.
3. Unit owners must submit an ACR and receive written permission from the Board of Directors before installation of a satellite dish. Metal antennas are prohibited.
4. Outdoor cooking using charcoal or other open flame cooking devices (including gas grills) is permitted if compliant with CITY and North Carolina fire codes and regulations.
5. Any curtains, draperies or blinds that are installed must have a muted (white or similar) backing on the side exposed to the window.
6. The maintenance of landscaping changes is the responsibility of the unit owner.

G. SIGNAGE, FLAGS & DISPLAY

- 1.Real estate For Sale signs are permitted. American Flags, State Flags, University Flags, and seasonal flags may be properly displayed by unit owners. One small decorative garden flag may be discretely displayed. The display of all other flags is not permitted.
- 2.Holiday decorations may be displayed for thirty days prior and seven days after an official federal
3. No decorations of any kind are permitted on roofs, and no inflatable displays are permitted on common areas, patios, or front porches.
4. No music or sound effects are allowed.
5. Seasonal Wreaths are permitted to be displayed on entry doors.

H. NOISE

1. No resident shall make or permit any excessive noise that will disturb or annoy the occupant of any other residence.

2. No noise annoyance of any kind, including but not limited to loud radio, stereo, television, or loud parties is permitted after 10:00PM or before 7:00AM. Residents may call the police to report violators.

I.MEETINGS

1. Meetings are opened only to unit owners unless invited by the President of the Board of Directors

2. General Membership meetings of all unit owners shall be held at least once per annum and additional meetings General Membership meetings may be called at the discretion of the Board of Directors.

3. Each year, elections for Board of Director members will be held at a General Membership meeting no later than December 15, with the new Board to be formulated no later than January of the new calendar year.

APPENDIX 2 - HOA & Unit Owners Responsibilities for Repairs

		HOA RESPONSIBILITY		UNIT OWNER RESPONSIBILITY	
1	1a. ROOFING material: Shingles, roof structure vents, and roof caps. Gutter extensions and pergolas. 1b. Gutters and down spouts.	NONE HOA		OWNER NONE	
2	Soffit and Facia	HOA		NONE	
3	Front/Back Porch /Garage Doors, Windows, and all glass surfaces (including mechanism, hardware, screens frames and trim)	NONE		OWNER	<i>In accordance with architectural scheme</i>
4	Front / Back Stairs and Stoop	NONE		OWNER	
5	Walkways, driveways, and Patios	NONE		OWNER	
6	Front Porch Railing paint	NONE		OWNER	
7	Crawl space door	NONE		OWNER	
8	Outside Weather Stripping	NONE		OWNER	
9	Building exterior columns (4- bedroom Units).	HOA		NONE	
10	Doorbell System	NONE		OWNER	
11	Hose bibs / water hillocks	NONE		OWNER	
12	Light Post in common area.	HOA		NONE	
13	Mailbox, Post and Platform	HOA		NONE	
14	Driveway	NONE		OWNER	
15	Interior Wallboard, Ceilings, lath, plasterboard, & Insulation.	NONE		OWNER	
16	Floors & Ceilings: include all finished surfaces, joints, structural parts, carpet, tiles, padding, all flooring materials	NONE		OWNER	

17	Electrical: electrical system after meter. Lights (inside /outside). Electrical appliances, fans, switches, outlets, panel boxes.	NONE			OWNER	
18	Heat Pump, HVAC, Condensing Unit, electrical, ductwork, pad, plumbing, and electrical runs.	NONE			OWNER	
19	Sanitary Sewer Foundation wall to Street And Backflow and water line to unit.	NONE			OWNER	
20	Plumbing: unit specific plumbing system, fixtures, piping, and installations.	NONE			OWNER	
21	Unit specific utilities / systems to include service from water & electric meters to unit.	NONE			OWNER	
22	All Common Grounds	HOA			NONE	
23	Unit OWNER planted landscape. Unit OWNER installed landscape, sprinkler system. Maintenance of landscape alteration & install of sprinkler system by unit OWNER.	NONE			OWNER	
24	Garage & Interior stairs	NONE			OWNER	
25	Unit specific interior living areas and limited common element usage (i.e., crawl space/attic)	NONE			OWNER	
26	Termite Inspection-Annual	HOA	garage, crawl space & exterior foundation		NONE	
27	Roof & Gutter Sweep Downspout Flush	HOA	semi-annual		NONE	Additional sweeps at owner's expense
28	Sprinkler Heads	HOA			NONE	

APPENDIX 3 - Unit Repair Request Form

Property Owner

Name	
Date	
Unit Number	
Describe Needed Repairs	
Review the attached HOA & Unit Owners Responsibilities Appendix to determine if the repairs are the responsibility of the Homeowners Association. What Item Number do you believe supports the position that the Homeowners Association is responsible for?	
Item Number	

HOA Board of Directors - Building & Grounds Committee		
Date Reviewed		
Request Denial Reason		
Request Approval Date		
Date Homeowner Updated		
Repair Bid(s)	#1	#2
Vendors		
Total Cost		
Notes		
Date of Repair Contract		
Board Review of Repair Date		
Vendor Payment Date		

APPENDIX 4 – Architectural (Exterior) Change Request Process

The EXTERIOR AREA encompasses the property of the Westshore Park Homeowners Association consisting of structures and undeveloped landscape. As such, this area is considered part of the "Common Elements" unless excluded by the condominium documents.

In order to maintain the uniformity of the development, this "common element" is regulated by the Board of Directors. Any change to the exterior appearance of the unit must be requested by completing the Architectural Change Request (ACR) Form and:

1. Submitted to adjoining neighbors for comment and signature. Electronic signature/document is acceptable if attached to request.
2. Comply with all code requirements of the city and county codes and the state of North Carolina.
3. Submit Architectural Change Request (ACR) Form to the Architectural Review Committee. Architectural Review Committee has 14 days to respond.
4. The Architectural Review Committee recommendation is presented to the Board of Directors who have 14 days to respond. Board of Directors must return ACR with approval or with comments as to reason for denial.
5. Should the Board of Directors decline the submitted ACR, the unit owner may request a hearing. The Board will review the ACR with owner within reasonable time, not to exceed 15 days from receipt of request from owner.
6. Work may commence only after approved copy of ACR is returned to unit owner.

Any contractor working on the grounds of the WPHOA must have the appropriate licenses and insurance. They must adhere to all City, County and State codes and statutes governing their work.

APPENDIX 5 - Architectural (Exterior) Change Request Form

Section 1: Homeowner Information

Owner Name: _____

Property Address: _____

Mailing Address (if different) _____

Telephone: _____

Email Address: _____

Section 2: Proposed Exterior Change

Type Change: (select all that apply)

- Roof
- Fencing
- Landscaping
- Windows/Doors
- Driveways/Walkway
- Generators
- Structural Additions: (e.g., Patio, Pergola, Deck)
- Other: _____

Detailed Description of Proposed Change:

- Attach plans, paint/color samples, photos, contractor proposal, etc.
- Architectural and engineered drawings to scale must be included.
- Materials to be used: _____
- Color(s) _____
- Dimensions (if applicable) _____
- Estimated Start Date: _____
- Estimated Completion Date: _____

Section 3: Neighbor Notification (Required)

Neighbor Review (Left Side) Address: _____

Approved ____ Disapproved ____

Signature: _____ Date: _____

Comments:

Neighbor Review (Right Side) Address: _____

Approved ____ Disapproved ____

Signature: _____ Date: _____

Comments:

Section 4: Homeowner Acknowledgement

I understand that:

- No work may commence prior to written approval by the HOA.
- All work must comply with the Westshore Park HOA governing documents and local codes.
- Any deviation from the approved plans may result in penalties or removal of modification at homeowner's expense.

Signature of Unit Owner: _____ Date: _____

Section 5: HOA Use Only

Date Received: _____

Reviewed By: _____

Indicate approval or denial (circle): APPROVED DENIED

Conditions/Comments:

Signature: _____

Title: _____

Date: _____

APPENDIX 6 – Violation Enforcement

A. The Board of Directors shall have the power to enforce the Rules & Regulations and the By-Laws by all means available to it under the law, including penalties, fines, liens, injunction, or other legal means.

B. If any unit owner fails to comply with the Rules & Regulations, By-Laws, or any decision rendered by the Board of Directors to enforce the Rules & Regulations or By-Laws, the unit owner may be sued for damages or injunctive relief, or both, by WPHOA.

C. Failure to submit an Architectural Change Request and receive approval from the Board of Directors prior to undertaking changes, modifications, or additions as specified in these Rules & Regulations may result in a formal notice to the unit owner to remove the work and/or make restoration to the original state at the owner's expense.

D. Any and all penalties will be assessed in compliance with the Declaration of Covenants, the By-Laws, the Rules and Regulations and the North Carolina Condominium Act.

E. Any resident may submit a written complaint regarding an alleged violation of the Rules & Regulations or By-Laws to the President of the Board of Directors.

F. If the Board of Directors finds a unit owner is not in compliance with the Rules & Regulations or the By-Laws, the Board will notify the unit owner in writing, and will include the following:

1. a description of the non-compliance
2. the action required to correct the non-compliance; the date or deadline by which time the action is required to be complete
3. the action, penalty or fine which the Board will apply if the action is not completed by the deadline
4. Fines will be imposed for violations effective on day sixteen after receiving notification with the following schedule: a. First violation on day sixteen of notification: \$25.00 b. Repeated violation on day of notification: \$50.00 c. A per diem assessment of \$10.00 will be levied for each day beyond deadline allotted by the Board of Directors for correction of violation.

G. A unit owner may request a hearing with the Board of Directors concerning a non-compliance by submitting a request for a hearing, in writing, to the President of the Board of Directors within 15 days of receiving notice.

H. The Board will communicate any findings or decisions to the unit owner in writing within 10 days of the hearing.

APPENDIX 7 – Unit Sale - Rental

The unit owner will furnish the Secretary of the Board of Directors with the completed "Addendum to Lease Agreement" providing the name, address, telephone, and e-mail address of the purchaser / renter prior to execution of sale or execution of lease document.

A. UNIT SALE

1. The sale contract for a unit must include any assignments that are required to be carried forward to new owners for a unit as specified in the By-Laws of the Association, including specific unit owner responsibilities for landscaping improvements.
2. The Board of Directors will, as a minimum, make available the following documents to the purchaser / real estate agent: By-Laws, Rules & Regulations and Association Addendum and any additional documents as required by local, state, or federal laws or regulations.
3. The sale of a unit shall be for the entire unit and not be partitioned, e.g., for rental/ lease space.

B. UNIT RENTAL

1. The renting of any unit must meet the requirements of the By-Laws and the Rules & Regulations of WPHOA. The unit owner must furnish a copy of the Rules & Regulations of the Association to the renter.
2. Units may be rented as long as the term of the lease is for a minimum of six (6) months and must be for the entire unit without subdivision. A home may not be entered into a rental of lease agreement more than two (2) times in a one (1) year period. Rented homes are restricted to one family occupying the premises. Units may not be rented for short-term using vacation rental apps (VRBO, Airbnb, etc.)
3. Prior to executing a lease, the unit owner (or agent) must execute the WPHOA Addendum Agreement signifying acceptance of the Rules and Regulations of WPHOA by the lessee, with their respective signatures.
4. The unit owner (or agent) will submit to the site management firm the executed "WPHOA Addendum Agreement" to confirm the lessee agrees to abide by the Rules & Regulations of WPHOA.
5. The unit owner is responsible for ensuring tenants comply with the Rules & Regulations.
6. The unit owner is responsible for any property damage caused by the renter and/ or their guests.
7. Renters requiring maintenance on items identified to be the responsibility of the Association, are required to schedule work request through the unit owner.

APPENDIX 8 – Addendum to Lease Agreement

Unit to be leased is owned by: _____

Address of property being leased: _____

Lessee: _____

Mobile Phone: _____ Home Phone: _____

Email: _____ Work Phone: _____

Unit will be leased from ____/____/____

I have received from the owner/real estate agent the following document:

- Rules and Regulations of the Westshore Park Homeowners Association on ____/____/____.
This document provides compliance guidance for living in the WPHOA community at
_____ *(street address).*

During the duration of my lease, I (we) will abide by the requirements stipulated by the Rules and Regulations of the Westshore Park Homeowners Association.

Signature(s): _____

Date: _____