

**BLACK ROCK DEVELOPMENT OWNERS
ASSOCIATION, INC.**

Members Handbook



August 2024

APPROVED: Black Rock Development Owners Association, Inc. (BRDOAI), Board of Directors

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Understanding Your HOA & Board of Directors

A homeowners' association, also called an HOA, is a non-profit organization set up to help run, manage, and maintain a neighborhood. Residents in an association pay fees on a regular basis – in our case annually, for daily operational expenses and reserve funds.

To function effectively, an HOA is led by a **Board of Directors**. These leaders are authorized to govern the community on behalf of residents and have a **fiduciary duty** to make decisions that benefit all residents, not just a single home. Some of their top duties include:

- Administering association business
- Maintaining shared (common) property
- Enhancing residential real estate value
- Establishing a system of property rights
- Creating and enforcing rules and regulations

The Board of Directors are a group of volunteers authorized to act on the community's behalf to create and enforce guidelines, set goals, and protect homeowner rights. The officer roles of a HOA board include the president, vice president, treasurer, and secretary.

Governing Documents & Rules

When homeowners purchase property managed by an association, they acquire a General Warranty Deed which states the property is subject to compliance with the governing documents. Governing documents are a set of legally binding documents, usually created during the formation of the association. Included are all the materials that govern day-to-day operations, including the HOA's declaration, bylaws, rules and regulations, articles of incorporation, and any other important rule-related forms.

Some of the most widely recognized rules found in governing documents are:

- Architectural controls
- Exterior home/lot maintenance guidelines
- Holiday and lawn decoration restrictions
- Political signs limits and/or restrictions
- Home occupancy limits

It's important to be familiar with your community's rules because failure to follow them can result in consequences. The Black Rock HOA Member's Handbook consolidates individual HOA policies, rules, procedures and forms into a single document. The handbook provides members with a single reference tool to assist in understanding Association policies and procedures.

The HOA website provides access to the Covenants, Conditions and Restrictions (CC&R).

Fees, Fines, & Special Assessments

HOAs generate their operating funds by collecting fees, fines and assessments from association members. Each payment supports current HOA functions or future improvements and repairs, which are typically paid for through a reserve fund.

- **Fees.** Also known as dues or regular assessments, fees are the monthly, quarterly, or yearly dues that residents pay. We collect assessments on a yearly basis. They go towards daily operations as well as future repairs, projects, and enhancements.
- **Fines.** These monies are paid by residents/members who commit a violation of community rules or standards.
- **Special Assessments.** Additional fees collected to cover unexpected costs, like an increase in insurance or a surprise repair bill. Special assessments are a one-time payment levied by the board.

The association has issued one special assessment. In 2010, the Developer issued a special assessment (\$220 per member) to cover costs associated with road repairs required for NC DoT adoption of Gov Eden House Road and North Shore Drive.

The Benefits of HOA Living

Community associations have standards and guidelines to protect the investment of homeowners, sustain a well-maintained HOA, and provide many other benefits. Here are a few of the additional perks:

- **Stable property values.** HOAs have rules and standards to keep curb appeal high, homes well-maintained, and the neighborhood safe. This translates to better property values in the long run.
- **A sense of community.** With common goals and shared activities, it's easy to connect with residents and create lasting bonds with neighbors.
- **Convenient amenities.** Our amenities are limited to access to the Chowan River, a picnic area with covered pavilion, and miles of safe walking areas. Other amenities are available at the nearby town of Edenton.
- **Conflict resolution.** HOAs have best practices in place to mediate and resolve disputes that may arise between homeowners. This helps morale stay high and prevents issues from escalating.

While HOAs may provide several benefits, homeowner/member involvement offers the

most cherished rewards. Attend meetings, go to social events, engage with your community online, and look out for volunteer opportunities. The more you get involved, the more you'll be able to take advantage of everything your community has to offer.

The Black Rock Community

Black Rock is a planned community managed by a HOA. Officially named: Black Rock Development Owners Association, Inc., we are a picturesque, serene and quite community nestled along the Chowan River in Bertie County, North Carolina. Located on the oldest permanent settlement in North Carolina, the community is located just ten minutes from the historic town of Edenton, which is sometimes referred to by visitors as a “miniature Charleston.”

Morning sunrises peek over the Chowan River and sunsets linger over the trees and farmland lying to the west of the community. Historic preservation societies acknowledge that the mansion of former Governor Charles Eden, a friend of Edward Teach (a.k.a Blackbeard the Pirate), was located on grounds within the community boundaries.

The community is named after the large rock found in the Chowan River which lies less than a few hundred feet from the shore of the community. The rock is believed to be a meteor and stands at least 30 feet tall, although most of the rock is usually covered by the river.

Black Rock is a community consisting of 120 lots, with most lots approximately one acre in size. Lots are elevated with beautiful views of the Chowan River and Albemarle Sound. The elevated lots make the community highly desirable since flood insurance is not required.

The community is supported by basic services. Roanoke Electric Cooperative (REC) provides electricity. Brightspeed provides telephone and internet services. Local cable companies provide television and internet services. Bertie County provides county water services. DISH and DirecTV provide satellite services.

Boat access is directly across the river within a 5-minute drive at a state maintained public boat launch facility.

The community supports two programs: Wreaths Across America and the Bertie County Good Shepherd Food Pantry.

The town of Edenton offers residents many activities, events and business enterprises. In addition to shops and restaurants the following are a few of the many activities available:

- Chowan Arts Council
- Edenton Historical Commission
- Daughters of the American Revolution
- Cotton Gin Inn cooking classes
- The American Legion Post
- YMCA
- Edenton Steamers baseball Team

Eden House Plantation – Current day Black Rock Community

- Charles Eden (1673-1722) born in England, became the 2nd Governor of the Province of NC in 1714. He died on March 26, 1722 at Eden House, his plantation near the town of Queen Anne's Creek. The town was shortly renamed Edenton. Originally buried near his house, his remains were later (1889) reinterred in the churchyard of St. Paul's Episcopal Church at Edenton.
- Governor Eden's stepdaughter Penelope Galland married Gabriel Johnston, the 6th Governor of NC.
- Gabriel Johnston (1699-1752), born in Scotland, served as Governor from 1734 to 1752. In 1737, he occupied his own plantation on Salmon Creek in Bertie County.
- Upon marriage to Penelope Galland, he took possession of the Eden House. Penelope's previous marriage to William Maule brought her into possession of Scots (Scotch) Hall and Mount Galland (known today as Mount Gould).
- Governor Johnston died on July 17, 1752. He died at Eden House and was buried there. The exact location of his grave is unknown. Eden House was eventually destroyed by fire.
- During Johnston's 18 years as Governor, the colony tripled its population. Many of the new population were Scots Irish. The inhabitants of Bertie County had become more numerous than any other county in the province.
- Black Rock - The large black rock just offshore in the river served as a guide or landmark to sailors giving our community its name.

Reserve Fund

Prior to 2010 the annual budget did not allocate funds for a reserve fund. A special assessment for \$22,000 was issued in 2010 to repair Gov Eden House Road and North Shore Drive prior to NC DoT adoption.

In 2011, the Developer prepared budget listed a contribution goal of \$1000. The membership assumed control of the Board of Directors in 2011. At the time the community pier and bulkhead at the water access area required replacement. Major storm water issues existed requiring attention. Official turnover of control from the Developer to the HOA occurred in January 2014. The HOA assumed ownership of two private roads with no funding support from the Developer. The 2012 budget listed a contribution goal of \$14,425 towards building a reserve fund. The first Reserve Study was published in March 2013 listing the full funding requirement and a planned annual contribution strategy.

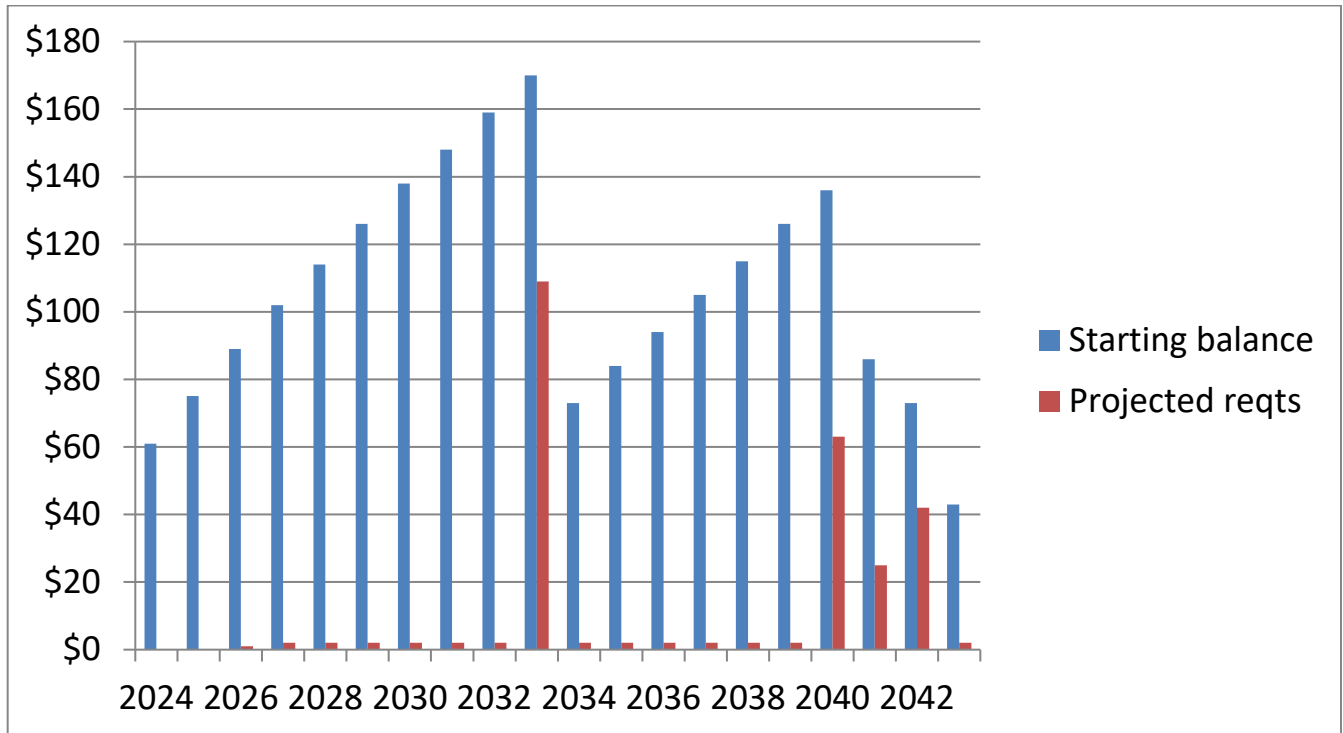
Over the past twelve years the Association has raised reserve funds, bringing the 2024 starting balance to \$61,000. During this span the HOA spent over \$130,000 on much needed community improvement projects.

Overall, the needs of the community can be satisfied with the current and projected plan. The Reserve Study is dominated by one major requirement – repaving the two private roads. The project represents 35% of the total requirement. Currently projected for 2033, the project may be required sooner depending on the new construction of homes along Swan View and Rice Pond Roads. Upon private road adoption by NC DoT, the requirement will be deleted from further studies.

Since 2013, the Reserve Fund has provided the resources for several major community improvements

- Replacement of the community pier (2013)
- Major repairs to the stormwater system
- Replacement stairway at Todd Park (2016)
- Various repairs to the community pier due to storm damage
- New community front entrance sign
- Construction of the community Pavilion, including water and electrical service
- Major repairs and improvements to the community pier (flow thru decking)

Projected Reserve Fund Balance and Future Requirements Based on \$12.5 K annual contribution



In addition to the private road re-paving project (2033) there are three additional major projects:

- Replacement of the bulkhead at Todd Park (projected in 2040)
- Replacement of the community front entrance sign (projected in 2041)
- Replacement of the pier at Todd Park (projected in 2042)

Todd Park

Todd Park is the community premier waterfront common access area. The area provides a pavilion and access to the Chowan River to all members.

The Pavilion provides over 1500 square feet of covered space situated on the banks of the Chowan River.

Todd Park may be rented by members for special events. The application form can be found in this handbook.



Declaration of Covenants, Conditions and Restrictions (CC&R) History

Key governing document milestones (documents developed unilaterally by the Developer without member participation):

1 st CC&R	Jan 11, 1988
2 nd CC&R	Oct 21, 1996
Articles of Incorporation (establishes the HOA)	Jun 23, 1999
1 st By-Laws published	Sep 15, 1999
3 rd and current CC&R	Jul 7, 2000
1 st amendment to the CC&R (permits combination of lots)	Oct 30, 2002
1 st member elected BoD (Developer turned over daily management to the Association)	2011
2 nd amendment to CC&R (adds stormwater permit instructions)	Nov 15, 2012
Declaration of Turnover and termination of Class B and class C membership	Dec 23, 2013
Revised By-Laws	Dec 9, 2014

Standards, Rules and Procedures

FOREWARD

The Black Rock subdivision is a planned unit development community comprised of approximately 120 properties. The Homeowner's Association is governed in accordance with the Planned Community Act, a requirement of the North Carolina statutes.

When you purchased a lot or home in Black Rock, you automatically, by law, became a member of the Homeowners Association. You agreed to abide by the Governing Documents which include the Articles of Incorporation, the By-Laws, the Declaration of Covenants, Conditions, and Restrictions (CC&R), Architectural Standards, and any rules established by the Association. The Articles of Incorporation and CC&R are rigid documents and difficult to change. The Rules and Architectural Standards are living documents, periodically amended to accommodate those changes the homeowners desire to make in their day-to-day living here in Black Rock. All of the documents are legal and binding. Adherence to these documents is vital to the community spirit of Black Rock and will ultimately lead to an enhancement of your property values.

The mission statement of the Homeowners Association is "to support the interest of its members, to preserve and enhance the quality of life of its residents where residents can enjoy a harmonious setting; to preserve and enhance property values and the natural environment; and to operate all of the Association's services in a cost-effective manner".

Section 8.5 (Rules and Regulation) of the CC&R provides that the Association, acting through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of all lots, dwellings, common properties, and all other areas with the properties. These rules and regulations shall be consistent with the rights and duties established by the CC&R.

Section 11.2 further states: The Board of Directors is specifically granted the power to pass rules and regulations for the purposes of enforcing this Declaration (the CC&R).

The purpose of the Rules (Standards, Rules and Procedures) document is to provide direction for homeowners to assist them in living within our planned community and to preserve the intent of the mission. This document incorporates the current Architectural Standards and codifies general rules and procedures in effect but is never formally documented.

Please keep the Rules in a convenient place so that you may refer to them as necessary. For any questions or comments, please call or email the Board of Directors. By becoming knowledgeable about, and abiding by the Rules, we all do our part to maintain Black Rock as a "Community of Excellence."

DWELLING MAINTENANCE

Each owner shall keep all dwellings, consisting of the grounds and man-made structures, in good order and repair, free of debris, all in a manner and with such frequency as is acceptable to the Association and consistent with a first quality development. Owners are responsible for maintaining the grounds of their lot and exterior appearance of their Dwelling, including, but not limited to –

- Bulkheads
- Waterline bank sustainment
- Upkeep and care of walls
- Roofs
- Gutters and downspouts
- Excessive weeds and grass growth
- Unsightly grass

The following rules shall be followed.

1. Bulkheads.

- a. Once a lot has a bulkhead installed, the bulkhead shall be maintained to keep the bulkhead functional and in good repair and appearance.
- b. Bulkheads should be free of excessive grass and weed growth.
- c. Bulkheads should be in functioning order; free of major defects affecting the structural integrity of the bulkhead.
- d. Grading behind the bulkhead should be void of washouts.
- e. Rip-rap may be applied over and in front of a functional bulkhead.

2. Waterline bank sustainment.

- a. The appearance of our community from the water is just as important as the views from roadways. As a waterfront community, the view of our community from the water is more than likely our best representation of our community.
- b. Soil erosion on properties without a bulkhead has a major effect on property values and likely damage to adjacent properties.
- c. Replacing loss soil is expensive.
- d. Owners shall take appropriate measures to avoid excessive soil loss.

3. Exterior appearance of dwelling and other structures.

- a. The sides of homes should be free of algae/mold stains.
- b. Window trim should be clean and free of stains.
- c. Trim/Fascia boards should be clean and free of stains.
- d. Shutters should be clean and free of stains.
- e. Front doors should be clean and free of stains/discoloration.
- f. Garage doors should be clean and free of stains.

- g. Mailboxes should be clean and in good condition.
- h. Chimney cap/chase cover should be clean and free of stains/discoloration.

4. Gutters and downspouts. Gutters and Soffit should be cleaned; free of dirt, stains and algae/mold.

5. Roofs. Roofs should be free of algae/mold stains.

6. Driveway, Walkway and Patios. All driveways, walkways, patios, and other similar areas shall be kept free from grass, weeds, debris, or other materials. Pressure washing may be necessary to remove excessive stains.

7. Driveway Culverts.

- a. All lots with a residence require a driveway culvert to permit the natural flow of drain water, unless an exception is approved in writing by the BoD.
- b. Governor Eden House Road (GEHR) & North Shore Drive are state maintained roads. The installation of culverts/driveways on lots along NC DOT maintained roads must be performed by the NC DOT to ensure proper specifications are followed. HOA specs must also be followed on the west-side of North Shore Drive. See 7j.
- c. Owners shall contact NC DoT, (252) 792-2503, to coordinate the installation of a driveway/culvert along a state-maintained road.
- d. If, on a state-maintained road, DOT is unable to install the culvert to meet owner timelines, exceptions may be approved in writing by the ACC to have the installation performed by licensed contractors. The contractor must install to NC DOT and HOA culvert specs.
- e. On all non-state roads (all Black Rock roads other than GEHR & North Shore Drive), culverts may be installed by licensed contractors upon plan approval in writing by the ACC. The contractor must install to NC DOT and HOA culvert specs.
- f. Owners shall maintain the area along the ditch adjacent to their driveway opening ensuring a proper water flow. Dirt and sediment builds up over time and will block the opening of the drain pipe if not maintained regularly.
- g. The size of the drainpipe required to properly allow the flow of storm water depends on the location. In most cases using a 12"-15" diameter pipe is sufficient. A decision on proper drainpipe size must be approved in writing by the ACC prior to culvert installation.
- h. The west (land) side of North Shore Drive may require a pipe larger than 15" to ensure proper water flow during heavy storms. See section j. below.
- i. The placement/location and size of driveways/culverts are important to prevent two or more driveways/culverts installed in a manner or location that restricts proper water flow and drainage. Accordingly, all culvert locations require written ACC approval prior to installation.

- j. Lots shall have one driveway. Dual driveways may be permitted if NC DoT provides an engineering assessment validating that natural water flow will not be affected. This must be reviewed by ACC prior to installation.
- k. HOA culvert specs – west North Shore Drive (NSD): Special consideration in this area is necessary to prevent future drainage issues. The lot widths here are smaller and the culverts that drain this side of NSD and under NSD to the river are undersized. For these reasons, no dual driveways are allowed on the west side. Drainage pipe size from 111 N. Shore to Bell Road must be no smaller than 15". The location of culverts on NSD must be as far away from the closest adjoining lot's culvert as possible. All culverts must be installed to DOT and HOA specs by DOT or an ACC approved licensed contractor. Because of all these specs, no installation can be started prior to written approval by the ACC. One existing lot on west NSD has been granted an exception to these requirements because the installation of the excepted culvert predated these requirements.

ARCHITECTURAL GUIDELINES

Note: All primary residences completed prior to December 31, 2010 are considered grandfathered. All residences begun on January 1, 2011 or after must comply with the rules and guidelines stated herein. This policy was dictated by the lack of files provided to the Association while the association was managed by the Developer.

Architectural Control Committee Philosophy Statement

William (Billy) and Wanda Bell began the Black Rock Development on the lands owned by the first Governor of the Carolina's, Governor Eden. The Development hugs the picturesque shoreline of the Chowan River and the Albemarle Sound. The design of the community protects and enhances the natural beauty of the shores and the landscape. The Architectural Control Committee (ACC) is charged with the responsibility of maintaining the simple beauty of this community that attracted its inhabitants.

The ACC will assist property owners, contractors and landscape professionals with the requirements of the Black Rock Development Covenants, Conditions and Restrictions (CC&R), the ACC Code, Storm Water Management permits and the Coastal Area Management Act and work to ensure compliance. The ACC will make decisions based on open discussion with the property owners and clarity of coded mandates.

The following guidelines shall be followed. Members may request an exemption by submitting an ACC request.

- 1. Siting and Location.** The ACC shall first approve the site plan and location of each dwelling, building, driveway, patio, walkway, fencing, etc., before any construction or clearing can begin. The plans and specifications include the shape, dimensions, materials, basic exterior colors, location on site, driveway, parking, well covers, septic tank and drain field, floor plan and elevation.
- 2. Permits.** Property owners are responsible for ensuring all application permits (Bertie County, CAMA, etc.) are obtained.
- 3. Construction schedule.** New homes shall be completed one year from the start of construction. Smaller scale projects will have a construction schedule determined by the ACC. The ACC may grant an extension in extenuating circumstances.
- 4. Square Footage.** Each single family detached dwelling shall contain a minimum of 2000 square feet of heated interior living space, exclusive of all basements, garages, breezeways, porches, patios, balconies, and unfinished attics even if said areas are closed.
- 5. Utilities and Easements.** All utility lines of every type, including, but not limited to water, electricity, telephone, television cables or sewage must be underground. LP propane storage tanks should preferably be in the ground. Above ground storage tanks must be screened to limit visibility.

- 6. Above Ground Fuel Storage Tanks.** All above ground fuel storage tanks require ACC approval. Upon ACC approval, the tank must be screened to minimize visibility.
- 7. Antennas.** No television or radio antennas, satellite dishes, or other similar devices shall be attached or installed on any dwelling.
- 8. Storm Water Runoff.** No owner shall in any way impede, obstruct, or change the direction of the natural flow of storm water runoff.
- 9. Mailboxes.** Mailboxes should be designed to break away if hit by a vehicle. Mailboxes should match the house and blend in with the community. They must meet NC DOT and USPS requirements.
- 10. Well Covers.** Well covers should match the house and blend in with the community. They should also be submitted to the ACC for approval as part of the home building approval process.
- 11. Structure Height.** The maximum height of a primary residence is three (3) stories above ground. Exceptions require ACC approval.
- 12. Garages.** Homes should preferably have side-loading garages.
- 13. Stand-alone buildings.** Stand-alone buildings (where a home/residence is not already on site) are not permitted.
- 14. Other Structures** (detached garages, storage buildings, etc.). No more than two (2) additional buildings are permitted.
- 15. Driveways.** Primary residences shall have an improved driveway. Driveways should blend in with the community and be submitted as part of the home building process.
- 16. Swimming Pools.** Above ground swimming pools are not permitted. In ground pools require an ACC permit.
- 17. Swim Spas, Hot Tubs.** ACC permits required.
- 18. Clothes Lines.** No clotheslines or other clothes drying apparatus shall be permitted outside an enclosed structure on any lot.
- 19. Impervious soil compliance.** No more than 30% of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate, or similar materials.
- 20. Exterior Colors of new construction and/or repainting.**
 - 1) Exterior color must conform to the overall scheme of the community.
 - 2) Trim and gutter color should generally match exterior color.

- 3) Exceptionally bright accent colors (like neon or fluorescent reds, greens, pink, etc.) are not permitted
- 4) Contrasting accent colors may only be allowed on front doors and shutters.
- 5) A complete house re-painting requires color scheme approval.

21. Construction of New Home Agreement. Owners are required to sign the “Construction of New Home Agreement” prior to installing a culvert or prior to building a new home. (see page) Add correct page # when editing complete

22. Privately owned road bond.

- a. The BOD, pursuant to the Declaration of Covenants, Conditions, and Restrictions, is obligated to ensure that all HOA owned private roads are properly maintained. Although the BOD will not be seeking compensation for fair wear and tear, contractors are required to provide proof of insurance and/or bond information prior to commencement of major construction projects. The HOA shall hold contractors accountable for any damages beyond fair wear and tear.
- b. The ACC will provide contractors with formal notice of this policy as part of the ACC application process.

USE OF PROPERTY

1. Animals. In recognition of the need for animal control within Black Rock and the members’ right to own pets, the following rules and policies are hereby established.

- a. The keeping of guide animals and orderly domestic pets is permitted.
- b. The maintenance, keeping, boarding or raising, livestock, poultry or reptiles of any kind, regardless of number, is prohibited.
- c. When outdoors and off the lot, pets must be leashed and accompanied by a responsible person who can control the pet.
- d. Pet owners may install invisible, underground electric fences to keep their animals inside their lot. A small, fenced area is permitted upon ACC approval.
- e. No pet may be leashed or tethered to any stationary object.
- f. Pet owners are responsible for the immediate removal and proper disposal of animal waste.

2. No commercial use. No lot shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose. An owner may maintain an office in the home if such an office generates no significant number of visits (as determined by the Board of Directors) by clients, customers or other persons related to the business. Lots shall not be used to store equipment,

vehicles, tractors, containers, materials, etc., or other such property or material typically used for business purposes. The renting or leasing of homes for lodging or other purposes to non-family relatives for less than six months is prohibited as commercial use of the property.

3. Compost. Compost piles larger than five (5) cubic yards are not permitted. Owners are encouraged to use containers for composting.

4. Firearms. Because of the density of homes in Black Rock no discharge of firearms is permitted.

5. Fireworks. Because of the density of homes in Black Rock no use of fireworks is permitted.

6. Road-side Parking. Vehicles shall not be parked along the roads overnight or on a regular basis.

7. RVs and Boats. Campers, RVs, jet skis or boats/trailers are not to be parked/stored on driveways or lots in plain view, except from April through September when owners may park boats in the driveway for seasonal use.

8. Bicycle/Walking Path. The bicycle/walking path is a common area property for the enjoyment of its members for riding bicycles and walking. Vehicles are not permitted.

LANDSCAPING GUIDELINES

It is the lot owner's responsibility to keep all shrubs, trees and grass neatly trimmed, properly cultivated and free from all trash, weeds, and other unsightly materials.

1. Lawn Maintenance.

a. **Lots with homes.** Overall, lawns shall have a generally well-groomed and maintained appearance. There should be no large bare spot areas. Grass height should not exceed 5".

b. Vacant lots.

- 1) Lawns shall be groomed bi-weekly (every 14 days) basis. This frequency begins in March and ends in September, with one final mowing in October
- 2) Property owners will be notified via email if grass is not being maintained to this standard. Owners will have seven (7) days after email is sent to have the lot mowed.
- 3) If grass is not mowed after the seven (7)-day period, the HOA will contract to have the lot mowed without contacting the owner again. The property owner will be issued a special assessment to reimburse the HOA for the cut. See the chart below for the amount the HOA will charge based on lot size. This fee covers our contractor working a lot into their schedule within a week and the wear and tear on their equipment to cut very high grass.

Lot size	HOA cut charge	HOA fine cut 2 forward	HOA total cost cut 2 forward
1.5 acre & below	100	100	200
1.5 to 3 acres	150	100	250
3 to 4 acres	200	100	300
Above 4 acres	250	100	350

- 4) If reimbursement is not received within thirty (30) days, a lien will be placed against the property.
- 5) All Owners are entitled to receive one HOA high grass cut per season without a fine. Every high grass HOA cut after the first, will have a \$100 fine along with the cutting charge within thirty (30) days. If reimbursement is not received within thirty (30) days, a lien will be placed against the property.

2. Tree Maintenance. Trees shall be kept pruned, trimmed and/or neatly groomed.

3. Tree Removal.

- a. Owners may remove any tree that was planted by the property owner without prior approval.
- b. Owners may remove up to five (5) nature grown trees without prior approval. The removal of six (6) or more trees require ACC approval.

4. Tree removal due to acts of God.

- a. Trees planted on community property that fall on HOA community property are the responsibility of the HOA to remove.
- b. Downed trees (not falling from common property) must be removed by the owner of the property on which the tree(s) fall. Note: All Leland Cypress (except along the bike path) are on private property. An exception may exist if the fallen tree was identified in writing by adjacent property owner to the owner where tree is rooted prior to the fall. The HOA will not be involved between private property owners related to fallen trees.
- c. The crepe myrtles and water oaks along the road right of way were planted by the developer and are not owned by the HOA. These trees are not on common property.
- d. The HOA will notify owners via email of all fallen trees not originating from common property. The tree must be removed within sixty (60) days of the date of the email. After sixty (60) days, the HOA will contract to have the tree removed and invoice the property owner where the tree fell. There will be a \$100-dollar administrative fee added to the contracted price to remove the tree.

An invoice not paid in thirty (30) days will cause a lien to be placed on the property.

- 5. Flowerbed Maintenance.** All flowerbeds, gardens, or other areas segmented from the lawn shall be kept free of all grass and weeds. If landscaping materials such as mulch, stones, blocks, bricks, etc. are used, these areas shall also be kept weed and mold free and repaired/replaced if they are disjointed or broken.
- 6. Lot Maintenance.** Each owner shall keep all lots in good order and repair, free of debris, all in a manner and with such frequency as is acceptable to the HOA. This includes timely removal of down trees/branches and maintenance and repair of any bulkheads, retaining walls, and piers.
- 7. Soil Erosion Prevention and Repair.** Waterfront lots are prone to soil erosion and in some instances major soil loss is due to storm damage. In the event of soil erosion, owners are responsible for timely repairing the damaged area. This includes replacing soil behind their bulkheads to maintain proper ground level. Grass cover is required to properly minimize soil erosion.
- 8. Stormwater runoff.** Diverting water away from a house is closely monitored by the NC Department of Natural Resources. Owners considering diverting water, typically extending an underground pipe between drain spouts to an outlet near a swale, shall contact the ACC for approval and advice before proceeding.

ARCHITECTURAL CONTROL PROCEDURES

A copy of the Black Rock Declaration of Covenants, Conditions and Restrictions (CC&R) shall be provided to each lot owner upon purchasing a lot/property within Black Rock.

Additionally, all governing documents are available on the Homeowner Association (HOA) web site. All building and landscaping must follow the CC&R, the NCDNR Storm Water Rules and the HOA Rules.

No improvement shall be constructed, erected, installed, or maintained on any lot, nor shall any improvement be altered, enlarged, demolished, or removed in a manner that alters the exterior appearance of the improvement of the lot, unless the application, plans, and construction schedule have been approved by the ACC.

The process for any improvements on property in Black Rock is as follows:

Step 1: ACC Application Form. An ACC application form MUST be submitted to the ACC. The application MUST include the required plans, sketches, and supporting information. These requirements are listed on the ACC application form. Once the ACC application form is received, a member of the ACC will contact the property owner and schedule an on-site meeting.

Step 2: On-Site Meeting. Prior to any proposed alteration to the property a meeting with the property owners and the ACC is required. This meeting will be conducted onsite. At least two members of the ACC must be present.

- a. The owners shall bring a copy of any supporting documents concerning the proposed changes to the property.
- b. This meeting will take place in order to talk through the proposed changes ensuring that everyone involved understands the ACC code, NCDNR Storm water rules, CAMA mandates, and the CC&R as they apply to the owner's request.
- c. The ACC representatives will document the results of the on-site meeting.

Step 3: ACC Approval. Once the ACC verifies all supporting documents are available and the request meets HOA requirements, the ACC will provide members a copy of the approval document.

Step 4: In-Process Observation. Members of the ACC may routinely visit the property and observe work to ensure the plans are in accordance with the application.

Step 5: Final Observation. This step only applies to changes involving construction of a new home, detached garage or expansion of the current home. Upon completion of all proposed changes, a final on-site meeting will be held between the ACC and property owners to validate completion of the original plans.

- The ACC will validate impervious soil compliance throughout the construction process.

Property Owner Restrictions

(Excerpt from the Black Rock Farm Declaration of Covenants, Conditions and Restrictions (CC&R), July 2000)

The following are excerpts from the complete CC&R document to serve as a quick reference tool on the restrictions imposed on property owners. Refer to the complete CC&R for additional information.

Section 6.2. Lot Owner's Obligation. Upon completion of said original bulkhead, it shall be the express obligation, liability and responsibility of the Lot Owner to maintain, repair and replace that portion of the bulkhead which bulkhead's said Lot Owner's portion of his/her Lot adjacent to the Chowan River.

Section 7.1. Maintenance Responsibilities of Owners. Each Owner is responsible for maintaining the grounds of their Lot and exterior appearance of their Dwelling, including, but not limited to, bulkheads, upkeep and care of walls, roofs, gutters and downspouts, excessive weeds and grass growth and unsightly trash.

Section 9.3. Submission of Plans. Unless expressly authorized in writing by the ACC, no Dwelling, fence, wall, driveway or other structure nor any exterior addition or alteration to any existing Dwelling, nor any clearing or site work shall be commenced, erected or maintained upon the Properties, until plans and specifications therefore showing the shape, dimensions, materials, basic exterior finishes and colors, location on site, driveway, parking, well, septic tank and drain field, floor plan and elevations, shall have been submitted and approved in writing, as to harmony of external design and location in relation to any surrounding structures and topography, by the Committee.

Section 10.1. Permissible uses. No Lot shall be used except for residential purposes.

Section 10.2. Division of Lots. No single Family Detached Dwelling Lot shall be subdivided, or its boundary lines changed by its Owner, except with the written consent of the Declarant (note: replace Declarant with the HOA per turnover documents).

Section 10.3. Minimum Square Feet in Dwelling. Each Single Family Detached Dwelling shall contain a minimum of 2,000 square feet or heated interior living space, exclusive of all basements, garages, breezeways, porches, patios, balconies, and unfinished attics even if said areas are enclosed.

Section 10.4. Animals and Pets. No animal or livestock of any description, except the usual household pets (dogs and cats) shall be kept on any Lot or Dwelling. Each Lot or Dwelling is restricted to keeping, housing, maintaining or providing for a maximum total of three (3) usual household pets at any given time. All dogs must either be fenced in or attached to a leash and under control of their owners at all times when outdoors.

Section 10.5. Utilities and Easement. All utility lines of every type, including, but not limited to, water, electricity, telephone, television cables or sewage must be underground.

Section 10.6. Antennas. No television or radio antennas, or satellite dishes, or other similar devices shall be attached or installed on any Dwelling or located within any portion of the Properties, unless contained entirely within the interior of the building. Should cable television services not be available or adequate television reception not otherwise be available to an owner, then the Owner may make written applications to the ACC for permission to install an outside satellite dish or television antenna.

Section 10.7. Temporary Structures. No temporary house, trailer, tent, garage, or other building shall be placed or erected in any Lot. However, the Association may grant permission for any such temporary structure for storage of materials during construction. No such temporary structure as may be approved shall be used at any time as a Dwelling.

Section 10.8. Fences and Mailboxes. Perimeter fences are not permitted. Fencing around a limited area within a Lot may be permitted following approval of a site plan showing the location of the fence, and a plan showing the design and materials of the fence by the ACC. Mailboxes are permitted providing they comply with the requirements of the Code.

Section 10.9. Garbage and Storage Receptacles. Garbage receptacles are permitted provided they are screened in accordance with the Code. Every fuel storage tank shall be buried below the surface of the ground or screened in accordance with the Code.

Section 10.10. Offensive and Illegal Activities. No noxious, offensive or illegal activities shall be carried on within the Properties nor shall anything be done that shall be or become an unreasonable annoyance or nuisance.

Section 10.11. Outside Burning. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except in accordance with a validity issued burning permit from Bertie County and the Declarant or the Association. (Note: This restriction does not apply to residential fire pits.)

Section 10.12. Discharged of Firearms. Hunting or trapping of wild animals, fowl and game and the discharge of firearms and/or bows and arrows within the Properties is prohibited unless required for public safety.

Section 10.13. Motorized Vehicles.

- No motorcycle or motorbike shall be used on the streets for the purpose of entering or leaving the Properties. (Note: This restriction will not be enforced by the Association).
- No dirt bike, go-cart, four wheeler, ATV, off-road vehicle, or similar vehicle may be used within the Properties at all under any circumstances.
- No recreational vehicles, campers, trailers, or commercial vehicles shall be parked in plain view within the Properties at any time, except in closed garages or in parking areas designated for such vehicles. (Note: boats may be parked in the open from April thru October).
- Further, no person shall operate any motor vehicle on the Properties unless he holds a valid driver's license.
- No junked, wrecked or inoperative automobiles, trucks, buses, trailers or boats shall be permitted to be placed or remain on any Lot in the Properties.

Section 10.4. Signs. No sign of any kind, including billboards and advertising shall be displayed to the public view on any Lot or Dwelling, except for one sign per lot with dimensions of not more than two feet by three feet (2 ft. x 3 ft.) advertising a Dwelling for sale.

Section 10.16. Time Shares. No Dwelling or Lot may be subdivided to permit the creation of a time share or time shares as same is defined by Chapter 93A, Article 4 of the North Carolina General Statutes, or any subsequent legislation affecting same.

Section 10.17. Stormwater Runoff Rule Compliance.

10.17.1. No more than thirty percent (30%) of any Lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate, or similar materials.

10.17.2. No Lot Owner shall in any way impede, obstruct, or change the direction of the natural flow of stormwater runoff in Black Rock Farm, the streets, ditches and drainage system thereof, nor place or cause to be placed any culvert or drainage device on or under said Lot Owner's Lot or any driveway associated therewith which in any way alters, impedes, obstructs or changes the direction of the natural flow of stormwater runoff in Black Rock Farm, the streets, ditches and drainage system thereof.

10.17.3. Any drainage equipment or materials so placed on or under any lot or driveway in Black Rock Farm shall conform to the North Carolina Department of Transportation standards and specifications and shall be approved by the ACC prior to placement.

Short-term Rentals

The rental or lease of any residence to non-family members for a period of less than six months is prohibited.

The intent is to ensure there is no confusion about the use of residences for the lodging of visitors to the area or other like purposes that would contravene the prohibition against the commercial use of one's lot in the Black Rock community.

Under the "Use of Property" section in the Covenants, Conditions and Restrictions, it specifically prohibits the use of 'any lot for any business, commercial, manufacturing, mercantile, storing, vending nor other non-residential purpose. The prohibition against renting residences for less than six months reflects this policy prohibiting the use of lots in Black Rock for commercial use.

Delinquent Assessment Collection Policy

References:

- a. Federal Fair Debt Collection Practices Act
- b. Chapter 47F, North Carolina Planned Community Act
- c. Declaration of Covenants, Conditions and Restrictions (CC&Rs) for Black Rock Farm

The Declaration of Covenants, Conditions and Restrictions (CC&Rs) for Black Rock Farm defines the rules and requirements for the owners and the Board of Directors (BOD) of the Black Rock Development Owners Association (Association). To ensure that these requirements are met, and that the neighborhood is properly maintained, each member is annually assessed dues based upon the budget approved by the membership at the annual Association meeting. Prompt payment of the assessment by owners is not only expected but required by the CC&Rs. The BOD is tasked in the CC&Rs to collect the assessments and use the money to execute their duties and responsibilities on behalf of the Association. The policies and practices stipulated below shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the BOD.

Therefore, pursuant to the CC&R's, the following are the Association's assessment practices and policies:

1. Assessments are due on the first (1st) day of March annually and delinquent if not received by the fifteenth (15th) day of that month. An assessment statement stating the annual fee will be emailed by January 15th each year. If no email is available, the statement will be mailed to the last address of record. The homeowner is responsible for providing accurate email and USPS addresses to the Association. If a special assessment is necessary, homeowners will be notified a minimum of 60 days in advance of the amount and due date.
2. The BOD will accept payment of assessments via personal check, money order or certified check.
3. In the event the assessment payment is not received by March 15, a first past due notice will be sent and a late charge of \$40.00 will be added. An additional late fee of \$40.00 will be applied on the 15th of each subsequent month until the debt is satisfied.
4. Any returned checks will incur a charge of \$35, which will be added to the owner's assessment. The board can then require a certified bank check.
5. In the event an assessment payment is not received by April 15, a Past Due Notice #2 will be mailed to the owner of the record reminding that payment is overdue.
6. In the event an assessment payment is not received by May 1, a Final Notice of Intent to File Lien letter will be sent to the owner.

7. In the event all assessments, fees, costs, and charges are not paid in full by May 31, a lien will be recorded with the Bertie County Recorder's Office on the first open day after June 1. Within fifteen (15) days after the lien is recorded the lien will be sent to the owner by certified mail. The association will charge a minimum lien fee of \$100. This fee will cover filing the lien and releasing the lien after payment is made.
8. If owners fail to bring their account current after twelve (12) months in a delinquent status, the Board may proceed with foreclosure, as provided in Article 29A of Chapter 1, the North Carolina General Statutes.
9. Owners in a delinquent status are not permitted to participate in Association voting measures, elections, or use community amenities.
10. The Board of Directors may consider a payment plan option for owners that demonstrate unusual circumstances.
11. The Board of Directors reserves its rights, on behalf of the Association, to collect delinquent assessments through Small Claims Court, or any other remedy available at law, or in equity.

This policy was duly ratified and adopted by the action of the Board of Directors on May 18, 2019, and shall be effective as of January 1, 2020.

CC&R Enforcement

A. GENERAL

1. These procedures provide for the enforcement of the Declaration of Covenants, Conditions and Restrictions (CC&Rs), the Bylaws and the Rules and Regulations of the Black Rock Development Homeowner Association Incorporated (BRDOAI).
2. These procedures apply in all cases unless specifically exempted by another Article.
3. Every owner of a lot in the Black Rock subdivision is a member of the Association.
4. All BRDOAI members have equal rights under these rules, except as may be provided by:
 - a. Statute;
 - b. the Declaration; or
 - c. the Bylaws.
5. All members, and/or tenants, are legally required to comply with the Declaration and the By-laws of the BRDOAI.
6. The Board of Directors (BOD) urges all members to make every attempt to solve problems themselves before using these procedures.

B. COMPLAINT PROCEDURES

1. Any member may send a letter or email to the BOD giving a full and detailed account of the problem, including who, what, when, and where.
 - a. The member filing a complaint must identify himself or herself; and
 - b. Provide to the BOD copies of all correspondence with the other resident in violation.

Any member filing a complaint retains the right to file a complaint with the police or other civil authorities, if appropriate.

2. If there is no complaint, but it is noted by the BOD, the ACC or the GDC that a member is in violation of the covenants, the procedures detailed in this document will apply.

C. ENFORCEMENT PROCEDURES ON VIOLATIONS OF RULES

1. The BOD, within ten (10) working days of receipt of a complaint, will direct a member of the Governing Documents Committee (GDC) to investigate the validity of the complaint and recommend appropriate action, including, but not limited to verbal or written warnings. After the complaint has been validated by the GDC, and if the BOD determines that a written warning is the appropriate action, a letter will be sent to the member within

ten (10) days of the date of validation. This will be a courtesy notice — a friendly reminder about the policies contained in the CC&Rs, and that failure to correct violations of the CC&Rs may result in fines. In the case of item B.2, the GDC validation may be waived by the BOD.

The letter will include:

- a. A statement providing the member in violation with an opportunity to respond to the alleged violation. The statement will be worded in a manner that allows for and encourages response; and
- b. That the violation must cease or be corrected immediately unless otherwise specified in the letter.

The letter will not include the name and address or lot number of the person filing the complaint. A copy of the letter sent to the member in violation will be furnished to the BOD.

2. In accordance with § 47F-3-107.1, a hearing will be held before the board or an adjudicatory panel appointed by the Board to determine if any lot owner should be fined or if planned community privileges or services should be suspended. Any adjudicatory panel appointed by the Board shall be composed of members of the Association who are not officers of the association or members of the board.
3. The member shall have five (5) business days to pay the fine. If a fine is imposed, additional fines may be imposed by the BOD for each day that the fine remains unpaid, at the rate of one hundred dollars (\$100.00) per day. Such fines shall be secured by liens. If it is decided that a suspension of community privileges or services should be imposed, the suspension may be continued without further hearing until the violation and/or delinquency is cured.
4. At the discretion of the BOD, legal collection/enforcement actions will be initiated.
5. Members/tenants who do not work through the Architectural Control Committee to gain approval for structural or landscaping modifications, as specified in the CC&R document, may, in addition to the actions cited above, be fined \$25.00 per occurrence.

D. ENFORCEMENT EXPENSES

By North Carolina Statute, all expenses incurred by BRDOAI Board of Directors, including all legal and collection costs, are the responsibility of the member in violation.

E. REJECTION OF COMPLAINTS

The BOD, in its sole discretion, reserves the right to reject the investigation of any complaint not related to violations of the CC&R.

Forms

Application For Construction and/or Alteration

Construction of New Home and/or Culvert Agreement

Contractor Insurance and/or Bond Information Letter

Rules for Construction Form

Pavilion Rental Agreement

BLACK ROCK DEVELOPMENT OWNERS' ASSOCIATION, INC.

P.O. BOX 14 MERRY HILL, NC 27957

APPLICATION FOR CONSTRUCTION AND/OR ALTERATION

Part I: Owner Information

Lot #and/or property address: _____

Name: _____

Mailing Address: _____

Email: _____

Phone: _____

Part II: Description of Project:

Construction:

Primary Residence: ____; Exterior Building: ____; Bulkhead: ____; Pier: ____;

Fence material _____

Exterior Finish: Siding/Type: ____; Brick: ____; Other: _____

Color: _____

Alteration: Driveway: ____; Patio/Walkway: ____; Deck/porch: ____; Other: _____

Brief explanation on the project: _____

Part III: Owner Provided Information

In order for the Architectural Control Committee (ACC) to properly review your application, the following is required:

- Written Plans and Specifications
- Plat or Survey showing exact location and dimensions of addition and any easements of record
- Site Plan with drawing of exact location, configuration, and size of alteration(s)
- Architectural Plans/Illustrations of Improvement (exterior elevations, construction materials and exterior colors)
- Contractor provided insurance and/or bond information (private road projects only)
- Photographs and/or Drawings
- Any additional information (please specify)
- Rules for Construction document signed by both owner and contractor
- _____
- Construction of home/culvert agreement

Part IV: Bond Agreement for Construction on Swan View and Rice Pond Roads

(final ACC approval will not be granted without a signed agreement):

_____Insurance/Bond letter received.

_____Insurance/Bond letter pending.

Part V: Architectural Control Committee (ACC) Decision

A. **Initial Review** by ACC: Date: _____

_____APPROVED

_____APPROVED WITH COMMENTS/CONDITIONS

_____DISAPPROVED

_____DECISION WITHHELD

_____OTHER _____

Comments: _____

1. **THIS APPLICATION IS SUBJECT TO THE COMPLETION OF THE CONSTRUCTION OF CULVERT OR/AND NEW HOME AGREEMENT.**

Date Received: _____

2. ADDITIONAL COMMENTS:

REVIEWED BY: _____

B. **Construction +90 Day Review** by ACC: Date: _____

_____APPROVED

_____APPROVED WITH COMMENTS/CONDITIONS

_____DISAPPROVED

_____DECISION WITHHELD

OTHER _____

Comments:

REVIEWED BY: _____

C. **Construction Completion Review** by ACC: Date: _____

_____ APPROVED

_____ APPROVED WITH COMMENTS/CONDITIONS

_____ DISAPPROVED

_____ DECISION WITHHELD

OTHER _____

COMMENTS:

Reviewed By: _____

Black Rock Development Owners Association, Inc. (BRDOAI)
P.O. Box 14
Merry Hill, NC 27957

Construction of New Home and or Culvert Agreement

1. The purpose of this agreement is to document property owner's responsibility to understand and comply with Association rules, procedures and conditions for the construction of a new home within the Black Rock community.
2. The following governing documents provide conditions, restrictions and guidance on living within the community and the construction of new homes. All documents are available at the HOA website which can be found at www.blackrocknc.us.
 - a. Covenants, Conditions and Restrictions (CC&R), dated July 7, 2000
 - b. Association Rules Pamphlet
3. The following guidelines are highlighted to ensure compliance:
 - a. Impervious soil limitation. By law, no more than 30% of any lot shall be covered by structures and/or paved surfaces, including walkways or patios made of brick, stone, slate, or similar impervious materials.
 - b. Driveway/culverts. The installation of a culvert/driveway on lots along NC DoT maintained roads must be performed by the DoT to ensure proper specifications are followed. Exceptions may be permitted **if DoT is unable to install the culvert in a timely manner.**
 - c. Lots along the HOA owned roads should be installed in accordance with DoT specifications by licensed contractors.
4. The undersigned hereby acknowledges and agrees to adhere to the guidelines established by the Black Rock Association during the construction process.

Property address: _____

Name of property owner: _____

Signature
Property Owner

Signature
Contractor

Date

Date

Black Rock Development Owners Association, Inc.
P.O. Box 14
Merry Hill, NC 27957

[Date]

[Contractor]

Dear Manager,

The purpose of this letter is to request that you provide your insurance and/ or bond information to the Board of Directors, Black Rock Homeowners Association (BOD). As the selected home builder for the [Owners Name] property located at [Property Address] there are several requirements our Association requires as part of the home construction approval process. The Association will assist the [Owner] and your company obtaining the necessary approvals.

Our basis for this request is the obligation of the BOD to maintain the Association's common property and ensure any damage to the common property is properly repaired or compensated. As you may be aware, the Association is responsible for the maintenance and good repair of the common property throughout the development, to include the roads owned by the Association.

Rice Pond Road and Swan View Road are private roads owned by the Association. The BOD, pursuant to the Declaration of Covenants, Conditions, and Restrictions, is obligated to ensure that those roads are properly maintained. Although the BOD will not be seeking compensation for fair wear and tear, we do have the duty to ensure any damage incurred beyond fair wear and tear will be remedied by the party causing the damage.

Please include your insurance and/or bond information to the ACC for inclusion in the Application for Construction, or provide it directly to the BOD at: Black Rock Development Owners Association, Inc., P.O. Box 14, Merry Hill, NC 27957.

We require the property owner and builder to sign a form acknowledging familiarization and compliance with the Association restrictions and requirements. This form is part of the approval process and will be provided to you by the property owner.

If you have any questions or require additional information, please contact a member of the Architectural Control Committee (ACC) at BRDOAI@gmail.com. We appreciate your cooperation in this matter.

The Black Rock community looks forward to the new home addition and to have your company join the growing family of builders that contribute to our growth.

If you have any questions or require additional information, please do not hesitate to contact me at 267-625-1998. We appreciate your cooperation in this matter.

Black Rock Board of Directors

Black Rock Development Owners Association, Inc.
Rules for Construction (June 2024)

Background

The Black Rock Development is comprised of homes and building lots. Construction of new homes represents a positive impact on the community. However, the infrastructure of the community is fragile and must be taken into consideration as construction commences. Accordingly, the following rules will serve to demonstrate the commitment of contractors, its employees, and its subcontractors during the building process.

1. No site preparation, material delivery, or construction work of any kind shall commence until the Architectural Control Committee (ACC) application has been submitted and is approved in writing. A copy will be delivered to the owner and contractor.
2. The property driveway culvert must be in place and approved by the state and/or ACC before any materials are delivered and any site or construction work commences. The owner and contractor will consult to ensure the culvert type used and the inches of culvert rock cover will handle the weight of any construction traffic that will travel across the culvert.
3. **Swale Management.** The Black Rock Development Owners Association, Inc. (HOA) has responsibility for the maintenance of the community swale system because our roads and ground water empty into wetlands and the Chowan River. The swales are expensive to maintain. Therefore, any damage to the swale system will be the responsibility of the contractor, regardless of whether the damage is as result of the contractor, its employees, or its subcontractors, including vendor delivery trucks.
4. **Material Delivery.** All materials being delivered to the building site must be placed on the lot under construction. Adjacent empty lots are mowed during the April to October growing season and cannot have building material or trash on them that impeding mowing. Delivery trucks should only access the lot via an approved culvert and should **never** drive across a swale. A contractor representative should be present for all material deliveries. Trucks should unload from the road and forklift material onto the lot. Trucks can turn around by going to the end of North Shore Drive left at the split and using the roundabout at the old of office building.

5. **Construction Site Parking.** No delivery vendors, contractor employees, or subcontractors should park on the swales or road swale shoulders. All parking should be on the building lot where the construction is taking place. If parking on the lot not feasible due to lot size, the owner/contractor should have an alternative parking plan in place with the HOA prior to construction starting.
6. **Trash.** All trash should be picked up daily by the contractor and contained in a receptacle with a top (Tarp and bungee cord tarp is fine) to keep the area clean and prevent the blowing of trash onto neighboring property.
7. Contractor and owner will be notified of any issues. Contractors that fail to work within the standards of our community and protect our common property and swales will be required to post a bond with any subsequent home's contractor builds in the Black Rock Development.

The signature below constitutes the contractor's understanding and acceptance of the above rules.

Contractor: _____

Date: _____

Owner: _____

Date: _____

ACC Representative: _____

Date: _____

**BLACK ROCK HOA
COMMUNITY PAVILION RENTAL AGREEMENT**

RENTER INFORMATION:

HOA member renting facility: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Email: _____
Date Desired: _____ Time In: _____ Time Out: _____
Purpose of the event: _____ # of Participants: _____

FEES:

_____ HOA Member – Free of charges for small group functions

_____ Additional charges for day-long events (excess of six (6) hours) and/or events with a large number of participants (excess of 40)

AGREEMENT:

It is agreed in consideration of being a member of the Association the above renter is entitled to use the Black Rock HOA Community Pavilion. Renter must be present throughout the event. The renter can arrange the tables as it best fits their event, however they agree to replace any items moved, back to their original location prior to renting.

Renter agrees to return the facility in the same condition as it was prior to renting. If additional cleaning needs to be completed after the renter leaves, they will be billed for all cleaning costs.

HOLD HARMLESS AGREEMENT:

I understand that my use of the Black Rock HOA Community Pavilion is voluntary and that I am using it for my benefit only. I agree that my use of the Pavilion facility is undertaken at my own risk and that the Black Rock HOA will not be held liable for any claims, injuries, damages of whatever nature incurred by me or members of my gathering due to my negligence. I expressly forever release and discharge the Black Rock HOA, its agents or employees, from any such claims, injuries or damages. I also agree to defend, indemnify and hold harmless the Black Rock HOA from any claims, injuries or damages of whatever nature arising out of or connected with my use of the Pavilion facility, and I understand that my obligation to defend and indemnify the Black Rock HOA exists regardless of whatever I have insurance that would cover such claims. I also agree to reimburse that Black Rock HOA for any damages, breakage, maintenance, theft of equipment or property, if so warranted. I also agree to abide by all listed rules and regulations. I understand the Black Rock HOA reserves the right to deny this application.

RULES & REGULATIONS

- ☐ Park in designated areas only
- ☐ Smoking is not permitted anywhere under or adjacent to the pavilion facility
- ☐ No open flames anywhere under or adjacent to the pavilion facility
- ☐ Decorations cannot be pinned, taped or otherwise affixed to the support posts or ceiling

BEFORE YOU LEAVE, THE PAVILION FACILITY IS TO BE LEFT THE WAY YOU FOUND IT:

- ☐ Tables are to be put back where they were
- ☐ Wipe off all tables to remove any spills
- ☐ Floors swept
- ☐ Pickup any trash and/or debris in the area surrounding the Pavilion Facility
- ☐ Garbage to be put inside plastic trash bags and deposited in the trash containers

Renter Signature/Date

Black Rock HOA Signature/Date

+++++

OFFICE USE ONLY

Date Paid: _____

Amount: _____