

## **Brandywine Bay Owners Association Information- Feb. 2010**

This is a guide to the Covenants and Policies of the Brandywine Bay Owners Association. Not all of the Covenants are discussed in this guide. The Covenants apply to all properties described as Sec. 1, Sec. 2, The Honours and Brandywine North. All the lots in these Sections are designated single family residential.

The original restrictive covenants were published and recorded on January 21, 1980. The Articles of Incorporation for Brandywine Bay were published on the 16<sup>th</sup> of July 1980. The original Declaration has been restated or amended some 20 times. The original declaration and all amendments and restatements can be found on the Brandywine Bay Owners Association website ([www.Brandywineowners.org](http://www.Brandywineowners.org)).

### **Membership**

Every property owner is a member of the Association. Renters, regardless of the length of the term of their lease, cannot be members.

### **Voting Rights**

During elections of Board Members, homeowners are entitled to one vote for each owned undeveloped lot and two votes for each owned developed lot with a home.

### **Use of Common Property**

All common property owned by the Association is available equally for the use and benefit of all members of the Association. The Association may adopt reasonable rules and regulations governing the use of such facilities.

### **Allowable Assessments**

All homeowners are required to pay annual dues, fines and special assessments for services or facilities provided by the Association.

Assessments levied by the Association are used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the owners and residents of the property, and in particular, for the improvement and maintenance of common properties.

Association members present at any regular or special meeting of the Association may levy a special assessment, if two-thirds of the total votes cast are in favor of the assessment. Then the assessment must be approved by a two-thirds vote of the Board of Directors to be approved.

Indebtedness for assessments, fines and dues, together with any interest, are the owner's responsibility. Liens may be placed on the property of owners by the Association for any unpaid assessments, fines, dues or interest.

### **Annual Dues**

Current annual dues are \$300.00 per lot.

Charges for services or facilities are assessed by the Board of Directors of the Association on a nonprofit basis. Such services/facilities include the boat storage yard on Highway 24.

### **Organization**

The organization of the Association and the functioning of it are established in the Articles of Incorporation and the Bylaws of the Association. These can be found on our website ([www.Brandywineowners.org](http://www.Brandywineowners.org)).

### **Residential, single-family use restrictions**

No building can be erected or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height including a private garage for not more than two cars, or carport for not more than two cars.

No other building is permitted on any lot, except that one doghouse and one pump house may be constructed and cannot be more than 4' x 4' in size. The style and materials are to be approved by the Architectural Committee (ACC). This prohibition includes utility buildings, storage buildings, or other so called outbuildings.

Swimming pools constructed primarily below grade are permitted if a determination is made by the ACC that the location of the swimming pool is compatible with surrounding properties, and upon a determination that the swimming pool can be drained properly, without detriment to surrounding properties or to any drainage easement or waterway.

### **Setbacks**

No building can be located nearer the boundary line than the minimum setback line shown on the recorded plat or not less than 10 feet from any side lot line or 30 feet from any rear lot line. Corner lots shall have a side setback line of 15 feet on the side street.

### **Fences**

No property owner can construct, plant or install on his lot any fence, barricade, or wall of any material, including shrubbery or vegetation, without the consent of the ACC. Fences cannot exceed 5 feet in height, nor come forward of the rear corner of the house. For those properties along McCabe Road, the maximum height from general ground level is 8 feet.

### **Signs**

No sign or billboard of any kind is allowed on any lot other than one "for sale" or "for rent" sign not larger than 2 feet by 2 feet. Any permitted "for sale" or "for rent" signs must be removed immediately after execution of a binding sales or rental contract lot.

### **Shoulder of the Street**

The area between the edge of the street and lot boundary lines is referred to as the "shoulder of the street". The exact width of the shoulder varies from street to street. The width can be found on the plat for your property. If an owner wishes to landscape or perform other work in the shoulder of the street other than planting and mowing grass, the ACC must give express written permission for such work.

No parking is permitted on the shoulder of the street except for short periods of time of less than four hours.

### **Drainage**

Owners are permitted to install underground piping in the drainage ditches within the shoulders of streets once approved by the drainage chairperson. Such installation must incorporate catch basins to ensure that water run-off from the owner's property has access to the drainage system. The owner is responsible for any and all maintenance and repair related to the drainage system once underground piping is approved and installed. The owner is responsible for keeping all drains, catch basins and pipes open and clear of debris.

There exist various drainage easements in the community for the purpose of allowing the Association access in order to maintain the drainage system. These drainage easements are marked on the individual plats attached to the deeds for the affected lots.

### **Temporary Structures**

No mobile home or house type trailer is permitted on any lot, except that a trailer may be used as a construction office.

### **Animals**

No animals other than cats, dogs or other generally accepted household pets are allowed on homeowners properties. No household pet is permitted unattended outside the confines of your property unless secured by leash.

### **Waste**

The disposal of all waste matter, including garbage, rubbish, etc. must be in compliance with the regulations of the State Board of Health of North Carolina, the Board of Health of Carteret County, and all other governing authorities which have jurisdiction. It is expressly prohibited that any rubbish, garbage, etc. be placed or permitted to drain into any of the drainage areas.

### **Tanks**

All tanks such as propane, fuel or others must be buried underground, with the exception of portable tanks, 50 gallons or smaller, which are allowed in a place approved by the ACC.

### **Mobile Vehicles and Buildings**

The covenants do not allow for construction on any lot of a temporary building, including but not limited to, any tent or any other non-permanent structure. In addition, no motor home including recreational vehicle ("RV"), camper trailer, utility trailer, boat trailer, or boat, personal watercraft (PWC), Jet Ski, or all terrain vehicles (ATV) are allowed on any lot for a period of time exceeding 7 consecutive days. In addition at least 7 full consecutive days must elapse between the removal of any such device, and the relocation on the lot for an additional 7 consecutive days.

### **Recreational Equipment**

Recreational equipment, including but not limited to basketball goals, swing sets, sandboxes and tennis backboards, are allowed on lots when approved by the ACC.

### **Prohibition of Nuisance**

No noxious or offensive activities are allowed on any lot which may become an annoyance or nuisance to the neighborhood.

### **Clotheslines, Antennae, Etc**

No outdoor clotheslines are allowed. Satellite dishes must be approved by the ACC. No exterior antennas are allowed.

### **Architectural Control Committee**

An Architectural Control Committee consisting of five members of the Association is appointed by the Board of Directors. A quorum of three members present is required at any meeting and decisions of this committee must be by simple majority vote. No building, fence or wall, sign or other structure can be built on any lot without approval in writing by the ACC. No addition, change or alteration to any exterior of any home can be made until the plans and specifications showing the nature, kind, height, materials, color and locations have been submitted to and

approved in writing by the committee. Site plans and building plans for construction do not have to be drawn by a professional architect but must be professional in quality.

Complaints pertaining to violations of the Covenants, whether regarding buildings, building additions, fences, shrubbery, general appearance, or otherwise, are to be reported promptly to the chairman or any member of the ACC. The ACC is here to assist Brandywine's owners and to answer questions regarding any exterior change or alteration to their property.

### **Tree Removal**

In order to maintain the woodland community as it was intended, to maintain property values and to preserve the quality of life that residents expect, the BOA has adopted a tree removal policy.

No owner can remove a tree larger than 6" in diameter without first obtaining the prior written approval of the ACC.

Exceptions to the approval requirement are the removal of trees that have been damaged, that are dead, which lay within 10 feet of the house and that lean or overhang the house such that they pose a threat to the structure. In such cases notification to any member of the ACC will ensure smooth implementation of this policy.

### **Appeal**

Any property owner submitting plans, as required by the covenants, to the ACC, is entitled to appeal to the Board of Directors of the Association any adverse ruling. In order to avail you of this right of appeal, the aggrieved party must notify the Board of Directors, in writing, within 7 days after receipt of written notification of the adverse decision to request a hearing. The Association must schedule a hearing within 14 days after receipt of notification and must give to the aggrieved property owner written notice of the date of said hearing, and must give the property owner the right to appear and personally state his case. The decision of the Board of Directors of the Association is final.

### **Duration**

Our covenants, restrictions, and easements run with the land and are automatically extended at the expiration date for periods of 10 years unless a majority of owners of property sign and record an agreement to change said covenants, restrictions and easements in whole or in part.

### **Enforcement**

Enforcement of these covenants and restrictions is the responsibility of all homeowners. Failure by the Association or any homeowner to enforce any covenant or restriction is in no event deemed a waiver of the right to do so thereafter. Invalidation of any one of these covenants and

restrictions in no way affects any other provision. The right of enforcement of these covenants is vested in every homeowner and the Association, acting either singularly or in concert.

### **Interpretation**

The covenants and declarations must be interpreted in the spirit of reasonableness and, in the absence of court decisions, the interpretations by the Board shall prevail.

### **Commencement of Dues and Voting Rights**

Liability for dues and assessments, as well as voting rights, commence for all lots as of the date the lot is recorded.

Legal documents are found on our website ([www.brandywineowners.org](http://www.brandywineowners.org)).

### **Drafters**

Steve Kirwan  
Janiece Wall  
Joe Kirk  
Ann Toohey