

Holden Beach West Phase II Homeowners' Association, Inc.

A North Carolina Nonprofit Corporation

RULES and REGULATIONS FOR THE HOLDEN BEACH WEST PHASE II SUBDIVISION

ISSUED: May 4, 2015

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Holden Beach West Phase II Homeowners' Association, Inc.

RULES and REGULATIONS

May 4, 2015

The following Rules and Regulations have been adopted and issued by the Board of Directors of the Holden Beach West Phase I Subdivision and issued as of the date first written above pursuant to authority granted under the Public Declaration of Covenants, Restrictions and Conditions for Holden Beach West Subdivision, Phase II (originally recorded February 2, 2001 and amendment recorded April 13, 2015) and the By-Laws of the Association.

RULE 1. DEFINED TERMS

"Act" means the State of North Carolina Planned Communities Act, as amended from time-to-time.

"Association" means the Holden Beach West Phase II Homeowners' Association, Inc., a North Carolina nonprofit corporation.

"Association Security" means (i) any Officer of the Association, and/or (ii) any person, persons or company designated by any authorized Officer to provide security, Rule enforcement, towing and booting of violating Vehicles and Trailers, interface with Law Enforcement and other similar services within the Subdivision, and may include any person, persons or company also providing such services in the Phase I Subdivision.

"Architectural Control Permit" means a written permit issued by the Association to an Owner pursuant to Rule 8, with respect to construction related to building or substantial remodeling of a House, that designates the applicable Lot as a Construction Site.

"Beach Area" means the Atlantic Ocean beach strand within the Subdivision comprised of the area from the waterline to the mean high tide line.

"Berm" means the approximately 8' wide unpaved portion of the Right-of-Way adjacent to either side of the Street.

"Board" means the Board of Directors of the Association.

"Builder(s)" means a company, together with its employees or contractors, and any individual providing building, construction, mechanical, material man or similar services at a Construction Site.

"Built-in Audio Device" is define at Rule 7.

"By-Laws" means the By-Laws of the Association, as amended from time-to-time.

"Common Area" means the Right-of-Way, Pedestrian Easements and other real property in the Subdivision that is owned by the Association and maintained for the benefit of the Owners.

"Construction Site" means a Lot with respect to which an Architectural Control Permit as been issued by the Association pursuant to Rule 8.

"County" means Brunswick County, North Carolina

"Declaration" means the Public Declaration of Covenants, Restrictions and Conditions for Holden Beach West Subdivision, Phase II (originally recorded February 2, 2001 and amendment recorded April 13, 2015)

"Day" means for the purposes of these Rules, a 24-hour day starting at the commencement of Nighttime (as defined in these Rules.

"Day Guest(s)" means, at anytime, a person who: (i) is in the Subdivision, (ii) has been invited as a guest to a House by an Owner or Renter who is then in occupancy at that House, and (iii) is not occupying the House as an overnight guest. An Owner, Renter or Occupant is not a Day Guest. Without limiting the forgoing, persons, other than Owners, Renters or Occupants, who are invited guests at any Large Event or other event at a House are Day Guests.

"Daytime" means (i) during the months June, July and August the period from 9:00 am to 10:30 pm local time; and (ii) during the other months, the period from 9:00 am to 9:00 pm local time.

"Delivery Service" means any common carrier (for example, UPS or Federal Express), any merchant (for example, Lowe's or Home Depot) or any restaurant (for example, Domino's Pizza) that regularly delivers merchandise, food or other goods to Houses within the Subdivision in the ordinary course of its business.

"Dune Area" means the un-landscaped and un-built upon area between the Beach Area and the Right-of-Way, which area is within the privately owned Lots.

"Excessive Noise" is defined at Rule 5.

"High Volume Audio Device" is defined at Rule 7.

"Hour" means each ordinal hour of a 24-hour Day.

“House” means a single-family residence built on a Lot that is occupied or available for occupancy under applicable build codes and certificate of occupancy requirements of the Town, County and/or State.

“Law Enforcement” means state, local and federal police, sheriff, marshal and other similar law enforcement officers acting in their official capacities, including without limitation, the Town police officers and County, NC sheriff’s officers.

“Lot” means one of the lots designated on the Subdivision Map.

“Nighttime” means (i) during the months June, July and August the period from 10:30 pm to 9:00 am local time; and (ii) during the other months, the period from 9:00 pm to 9:00 am local time.

“Notice” or “Notified” means a written notice or notification delivered by email, text message, fax, mail, commercial delivery service or hand.

“Official(s)” means any Town, County, State or federal officer or employee acting in his or her official capacity within the Subdivision, including without limitation, building and safety inspectors and engineers, CAMA officers, school bus drivers, postmen, etc.

“Occupant” means, at any time, any person or persons occupying a House overnight as the guest of, and under the supervision and responsibility of, an Owner or Renter who is then in occupancy at the House.

“Officer(s)” means any officer of the Association, as designated by the Board.

“Owner(s)” means any person or persons who are (i) designated as an Owner of a Lot on the County real estate records, or (ii) designated as an officer, director, partner, trustee or other person authorized to act on behalf of any corporation, partnership, limited liability company, trust or other entity that is designated as an Owner of a Lot on the County real estate records.

“Pedestrian Easement(s)” means either or both of the “pedestrian easements” as designated on the Subdivision Map.

“Personal Audio Device” is defined at Rule 7.

“Phase I Association” means the Holden Beach West Homeowners’ Association, Inc., a North Carolina nonprofit corporation.

“Phase I Subdivision” means the Holden Beach West Subdivision as designated on the plat map recorded at in the Brunswick County, NC real estate records.

“Property Manager” means any person, company (including its employees) that (i) has a permanent place of business in Brunswick County, NC, (ii) is engaged in the business of providing residential rental and/or residential property management services, (iii) is engaged by an Owner with respect to a House, and (iv) has authority to access the House and act on behalf of the Owner with respect to matters related to the House or violations of these Rule by Renters, Occupants or Day Guests at the House in the Owner’s absence.

“Real Estate Agent” means a North Carolina licensed real estate agent who is the listing agent for a House or Lot or who is showing a listed House or Lot to a prospective buyer.

“Renter(s)” means any adult over the age of 25 years who is renting or leasing or is otherwise authorized by the Owner to occupy a House, with or without the payment of any monetary consideration, for single-family residential purposes within the applicable restrictions under the Declaration and these Rules. Without limiting the forgoing, the term “Renter” does not include any person or persons who are renting or otherwise using any House for any commercial purpose in violation of the restrictions under the Declaration or these Rules.

“Right-of-Way” means the “right-of-way” as designated on the Subdivision Map, and is comprised of the Street and Berm. The Right-of-Way is a part of the Common Area owned by the Association and maintained for the benefit of the Owners. Each Owner has an easement permitting reasonable access to his or her House and/or Lot over the Right-of-Way; provided, however, that access to the Right-of-Way through the Phase I Subdivision is subject to applicable easements, restrictions and rules with respect to the Phase I Subdivision.

“Rule(s)” means these Rules and Regulations adopted by the Board pursuant to the authority granted under the Act, Declaration and By-Laws, as amended from time-to-time.

“State” means the State of North Carolina.

“Street” means the paved portion of the Right-of-Way sometimes designated as “Ocean View Boulevard” and commonly called “Ocean Boulevard West.”

“Subdivision” means the Holden Beach West, Phase II Subdivision as designated on the Subdivision Map.

“Subdivision Map” means the plat map of the Holden Beach West, Phase II Subdivision as recorded in the County real estate records.

“Town” means the Town of Holden Beach, North Carolina.

“Trailer(s)” means any wheeled apparatus designed to be towed by a Vehicle, regardless of whether or not it is attached to a vehicle, including, without limitation, cargo trailers, flatbed trailers, towed equipment, camper trailers and boat trailers.

“Utility Service(s)” means persons or business enterprises, including their employees and contractors, providing utility and similar services within the Subdivision, including without limitation electric, water, sewer, telephone, cable, and Subdivision-wide insect and pest eradication services.

“Vacant Lot” means a Lot without a completed House that is available for occupancy.

“Vehicle(s)” means any motor vehicle, whether or not licensed for street or highway operation, including, without limitation, passenger automobiles, trucks, motorcycles, motor scooters, golf carts, ATVs, RVs, trolleys and buses.

“Vendor(s)” means any person, persons or business enterprise, including its employees and contractors, acting in the capacity of providing goods and services within the Subdivision for or at the direction of any Owner or Property Manager or for or to any Renter.

“Walkway” means any walkway constructed on either Pedestrian Easement, and owned and maintained by the Association for the benefit of the Owners.

“Warning” means, with respect to any subsequent violation of any provisions of these Rules, a written warning of an actual or potential violation of such provision or provisions delivered by Association Security delivered to (i) an Owner, Renter, Property Manager or on-site agent of the Owner who is present at the House on the Day of such violation, or (ii) in the case of a violation or potential violation by a Vendor who is present at the House, to such Vendor. For this purpose, a written warning may be in the form of (i) a text message or email to the Owner, Property Manager or on-site agent at his or her address on file with the Association, or (ii) a written warning delivered by hand to an Owner, Renter, Property Manager, on-site agent or Vendor, which warning shall, in either case, specify the actual or potential violation of these Rules, and state that failure to correct or avoid such violation may, thereafter, subject the Owner to recurring fine assessments under these Rules during the same Day.

RULE 2. ACCESS TO COMMON AREA

- 1) **Common Area**. The Common Area of the Subdivision is private property owned and maintained by the Association for the benefit and use of the Owners. The Common Area is comprised of: (i) the Right-of-Way, including the Street and Berm; and (ii) the two Pedestrian Easements and Walkways on those easements.
- 2) **Access to and Use of Common Area**. Access to the Common Area is, at all times, restricted to: (i) Owners and Renters; (ii) Occupants who are invited guests of an Owner or Renter; (iii) Day Guests who are social invitees of an Owner or Renter; (iv) Vendors who are business invitees of an Owner or Renter or of the Association; (v) Property Managers or Real Estate Agents representing an Owner, and (vi) Officials, Delivery Services or Utility Services acting in the ordinary course of their duties or business.
- 3) **General Rule**. All Owners, Renters, Occupants, Day Guests and Vendors are subject to these Rules, and the Owner of each House and/or Lot is responsible for compliance with these Rules by such Owners and Renters and by the Occupants, Day Guests and Vendors invited into the Subdivision by such Owners and its Renters.
- 4) **Pedestrian Easements and Walkways**. The Pedestrian Easements and Walkways are for the private, non-commercial use of Owners, Renters, Occupants and invited Day Guests. They may not be used by any Vendor without the express permission of an Officer of the Association. Notwithstanding the forgoing, the Board may, in the sole exercise of its discretion, permit Members of the Phase I Association and their Renters, Occupants and Day Guests to make reasonable use of the Pedestrian Easements and Walkways as guests of the Association, provided, that such guests do not violate traffic, parking or other Rules in conjunction with such use.
- 5) **Violation - Trespass**. Persons in the Subdivision who are not: (i) persons properly in the Phase I Subdivision and who are transiting through the Subdivision, (ii) Owners, Renters or Occupants, (iii) Officials, Delivery Services or Utility Services acting in the ordinary course of their duties or business, (iv) Day Guests invited by an Owner or Renter, provide that such Owner or Renter is present in the Subdivision and assumes responsibility while such Day Guests are present; (v) a Vendor providing goods or services for a Renter who is present in the Subdivision and assumes responsibility while such Vendor present; or (vi) a Vendor who is providing goods or services at the direction of an Owner or its Property Manager or Real Estate Agent; or (vii) a Property Manager or Real Estate Agent acting on behalf of an

Owner, may be deemed to be trespassers on the Common Area and may be directed to leave the Subdivision. Day Guests and Vendors who violate these Rules and who do not promptly comply with a request by Association Security directed to such Day Guests or Vendors or to the responsible Owner or Renter to comply (or cause compliance) with these Rules shall be deemed to have had their invitation rescinded, may thereafter be deemed to be trespassers and may be directed to leave the Subdivision.

- 6) **Fine Assessment.** In the event that (i) any one or more Day Guests or Vendors violates, causes a violation or participates in causing a violation of Rules 5, 6 or 7; (ii) such Day Guests or Vendors fail to comply with a warning or direction of Association Security, a Law Enforcement Officer or the responsible Owner, Renter or the Property Manager or other on-site agent of the Owner to cease and desist such violation or participation in such violation; and, thereafter (iii) the responsible Owner or Renter or the Property Manager or other on-site agent of the Owner fails to rescind the invitation of any such Day Guests or Vendors and fails to promptly order any such Day Guests or Vendors to promptly leave the Subdivision, the Association may assess the Owner a fine of up to \$100 for each such Day Guest.
- 7) **Effective Date.** This Rule 2 is effective as of the date of its issue (May 4, 2015); provided, however, that no fines shall be assessed under this Rule 2 for violations occurring prior to Saturday, May 9, 2015.

RULE 3. TRAFFIC and CONGESTION

- 1) **Private Vehicular Area.** The Right-of-Way, including the Street and Berm, constitutes a "Private Vehicular Area" as provided for under State law, and, accordingly, all applicable vehicular, traffic and safety laws, as provided for therein, are subject to enforcement by Local Law enforcement within the Subdivision.
- 2) **Fire and Emergency Access.** The Right-of-Way, including the Street and Berm, functions as a "fire lane," and provides the only access within the Subdivision for fire and other emergency vehicles. Accordingly, Vehicles and Trailer shall not be parked, stopped or operated on the Street and/or Berm at anytime in any manner that obstructs or might obstruct such access.
- 3) **Speed Limit.** The posted speed limit on the Street shall be 25 MPH for all Vehicles.
- 4) **No Loading or Unloading of Vehicles or Trailers on the Street or Berm.** Except as otherwise specifically provided for in this Section, no Vehicle or Trailer shall be loaded or unloaded of either passengers or materials while stopped for more than one minute with one or more wheels on the Street or Berm; provided, however, that the provisions of this subsection shall not be

applicable to (i) Vehicles or Trailers operated by a Vendor providing landscaping and similar outdoor services where the operator remains in the immediate vicinity of the Vehicle and/or Trailer, (ii) Vehicles loading or unloading handicapped passengers, (iii) public or private school buses, or (iv) any Construction Vehicle operated in accordance with a current Architectural Control Permit issued pursuant to the Declaration and/or these Rules.

- 5) **No Large Buses or Other High Occupancy Vehicle on Street.** Except as otherwise provided for in this Rule 3, no bus, van, shuttle bus or similar Vehicle with a capacity of more than 24-passengers shall, at any time, be operated on the Street or parked on the Street or Berm or at any Vacant Lot or occupied or unoccupied House.
- 6) **Exceptions.** The provisions of this Section shall not be applicable to the operation, parking or loading or unloading of any Vehicle or Trailer operated by any Official or Utility Service in the ordinary course of its duties or business.
- 7) **Violation.** Each incident by each Vehicle or Trailer that violates the speed limit, impedes the flow of traffic on the Street or Berm, or loads or unloads on the Street or Berm and each incident by each bus, shuttle or other high occupancy vehicle that is operated on the Street or Berm shall constitute a separate violation of this Rule for which the Owner of the House, at which the operator of any such Vehicle or Trailer is an Owner, Renter, Occupant, Day Guest or at which the operator of any such Vehicle or Trailer is a Vendor providing goods and services, shall be responsible. The scheduling of any Large Event pursuant to the Declaration or these Rules shall not be deemed to waive or modify the application of any provision of this Rule.
- 8) **Towing or Booting.** The Association may cause any Vehicle or Trailer that is parked or otherwise left unattended in violation of this Rule 3 to be (i) towed and impounded by a commercial towing service at the expense of the owner of such Vehicle or Trailer, and/or (ii) immobilized by booting pending towing; provided, however, that the Association and/or such commercial towing company may charge a service fee of up to \$100 to the owner of the Vehicle or Trailer to remove any such boot if such owner immediately removes the Vehicle or Trailer from the Subdivision or to a permitted parking location within the Subdivision.
- 9) **Fine Assessment.** The Association may assess any Owner responsible for any violation as provided for in Section (8) of this Rule 3 a fine of up to \$100 per violation; provided, however, that no more than one violation per Vehicle or Trailer per Day shall be assessed unless a Warning with respect to such violation has been promptly delivered to the Owner or Renter of the applicable House after the initial violation on that Day.

10) Effective Date. This Rule 3 is effective as of the date of its issue (May 4, 2015); provided, however, that no fines shall be assessed under this Rule 3 for violations occurring prior to Saturday, May 9, 2015.

RULE 4. NO PARKING.

- 1) **No Parking on the Street or Berm.** Except as otherwise specifically provided for in this Section, no Vehicle or Trailer shall be parked or left unattended at anytime with one or more wheels on the Street or Berm.
- 2) **No Parking on Vacant Lot.** Except as otherwise specifically provided for in this Section, no Vehicle or Trailer shall be parked or left unattended at anytime with one or more wheels on any Vacant Lot; provided, however, that the provisions of this subsection shall not be applicable to any Vehicle operated by a Builder that is parked in accordance with a current Architectural Control Permit issued pursuant to the Declaration or these Rules.
- 3) **No Parking at Unoccupied House or Other Area Not Designated for Parking.** Except as otherwise specifically provided for in this Section, no Vehicle or Trailer shall be parked or left unattended at anytime with one or more wheels on any Garage Area, Designated Parking Area or any other area at any unoccupied House; provided, however, that an Owner may park or store a Vehicle or Trailer in any Garage Area of his or her House. Except as otherwise specifically provided for in this Rule 4, no Vehicle or Trailer shall be parked or otherwise left unattended at anytime with two or more wheels on any area at any House that is not a Designated Parking Area.
- 4) **Exceptions.** The provisions of this Rule 4 shall not be applicable to the parking of any Vehicle or Trailer operated by any Official or Utility Service.
- 5) **Violation.** Each incident in which any Vehicle or Trailer is parked or otherwise left unattended shall constitute a separate violation of this Rule 4 for which the Owner of the House at which the operator of any such Vehicle or Trailer is either an Owner, Renter, Occupant, Day Guest or a Vendor providing goods and services, shall, in either case, be responsible. The scheduling of any Large Event pursuant to the Declaration or these Rules shall not be deemed to waive or modify the application of any provision of this Rule.
- 6) **Towing or Booting.** The Association may cause any Vehicle or Trailer that is parked or otherwise left unattended in violation of this Rule 3 to be (i) towed and impounded by a commercial towing service at the expense of the owner of such Vehicle or Trailer, and/or (ii) immobilized by booting pending towing; provided, however, that the Association and/or such commercial towing company may assess a service fee of up to \$100 to the owner of the Vehicle or Trailer to remove any such boot if such owner immediately removes the Vehicle or Trailer. In the case of Vehicles or Trailers to be towed from Vacant

Lots or unoccupied Houses, the Association may obtain a specific or general authorization from the Owner or Property Manager of any such Vacant Lot or unoccupied House.

- 7) **Fine Assessment.** The Association may assess any Owner responsible for any violation as provided for in Section (5) of this Rule 4 a fine of up to \$100 per violation per Day; provided, however that no fine assessment shall, in any event, be assessed against the Owner of a Vacant Lot or unoccupied House at which a Vehicle or Trailer is parked without such Owners knowledge or consent.
- 8) **Effective Date.** This Rule 4 is effective as of the date of its issue (May 4, 2015); provided, however, that (i) no Vehicle or Trailer shall be towed or booted pursuant to this Rule 4, and (ii) no fines shall be assessed under this Rule 4 for violations occurring prior to Saturday, May 9, 2015.

RULE 5. NOISE DISTURBANCE

- 1) **General Rule.** Except as otherwise specifically provided for in this Rule 5, no Owner, Renter, Occupant, Day Guest or Vendor shall, at any time, cause or generate or operate any device or Vehicle that causes or generates or permit any activity at any House, on any Common Area, on the Beach or any where else in the Subdivision that causes or generates: (i) any Excessive Noise (as defined in this Rule 5); and (ii) that disturbs the peaceful enjoyment by any Owner, Renter or Occupant of his or her House, the Beach, the Dune Area or Common Area.
- 2) **Definition – Excessive Noise.** As used in this Rule 5, the term “Excessive Noise” means any sound or noise generated by or emanating from any activity, device or other source at or on any Lot, House, Common Area, Beach Area, Dune Area or elsewhere within the Subdivision that violates any one or more of the following standards as measured pursuant to this Rule:
 - a) **Town Standard.** During either the Daytime or the Nighttime, the subjective “excessive noise” standard, as applied under the Ordinances of the Town, whether or not such Ordinance is then applicable or enforceable within the Subdivision;
 - b) **County Standard.** During the Nighttime, the objective “plainly audible” standard, as applied under the Ordinances of the County, whether or not such Ordinance is then applicable or enforceable within the Subdivision;
 - c) **Measured Standard – Daytime.** During the Daytime, the measured standard of 55 dB(A) for either (i) three non-consecutive periods of at least 30 seconds each during any one Hour, or (ii) 90 consecutive seconds during any one Hour; or

- d) *Measured Standard – Nighttime.* During the Nighttime, the measured standard of 50 dB(A) for either (i) three non-consecutive periods of at least 30 seconds each during any one Hour, or (ii) 90 consecutive second during any one Hour.
- 3) **Law Enforcement Intervention.** In the event that (i) any Law Enforcement officer is called to the Subdivision by any Owner, Renter, Occupant or Association Security to address a complaint about a noise disturbance, and (ii) the Law Enforcement officer directs or orders the abatement of the noise complained of, that action shall establish the presumption that the complained of noise constituted “Excessive Noise” under the Town Standard or the County Standard, as applicable depending on the jurisdiction of the Law Enforcement officer.
- 4) **Verification of Town Standard or County Standard.** In the absence of intervention by any Law Enforcement officer, any violation based upon a complaint by any Owner, Renter or Occupant about a noise disturbance, shall be verified in writing by Association Security.
- 5) **Measurement of Decibel Level.** For purposes of applying the Measured Standard under Sections 2(c) and 2(d) of this Rule 5, the sound level shall be measured: (i) for three period of at least 30 seconds each or one period of at least 90 seconds during any one Hour; (ii) from one or more locations on the Street or within the apparent property boundary of any House or Lot other than the House or Lot from which the sound is emanating (or, if the sound is emanating from the Beach or from any part of the Common Area, from one or more locations within the apparent property boundary of any House or Lot); and (iii) using an ANSI certified decibel meter. The times and measurements shall be recorded in writing and verified by Association Security.
- 6) **Exceptions.** The provisions of this Rule 5 shall not be applicable to:
- a) any sound generated by any Official or Utility Service in the ordinary course of duties or business;
 - b) any warning, emergency, security or similar alarm or signal (other than a car alarm that remains activated for more than 10 consecutive minutes);
 - c) any sound generated by any Builder at a Construction Site or by any Vendor providing lawn or landscape services, in either case, between the hours of 7:00 am and 6:00 pm on any Monday, Tuesday, Wednesday, Thursday or Friday;
 - d) any sound generated by malfunctioning HVAC, pool filter or similar equipment at any House, provided that the Owner takes prompt action

after Notice thereof to cause the repair of such equipment and the abatement of the noise; or

- e) barking and other sounds generated by any dog or other confined or leashed pet between the hours of 7:00 am and 6:00 pm on any day, provided that the sound does not persist for more than 10 consecutive minutes.

- 7) **Violation.** Each Hour during which a violation of this Rule 5 occurs shall constitute a separate violation of this Rule for which the Owner of the House or Lot (i) from which the Excessive Noise emanates, or (ii) at which the person or persons causing such Excessive Noise are Owners, Renters, Occupants or Day Guests or are Vendors providing goods and services at such House or Lot, shall, in either such case, be responsible. The scheduling of any Large Event pursuant to the Declaration or these Rules shall not be deemed to waive or modify the application of any provision of this Rule 5.
- 8) **Fine Assessment.** The Association may assess any Owner responsible for any violation, as provided for in Section (7) of this Rule 5, a fine of up to \$100 per violation; provided, however, that no more than one such violation per Day shall be assessed unless a Warning with respect to such violation as been promptly delivered to the Owner or Renter of the applicable House after the initial violation on that Day.
- 9) **Effective Date.** This Rule 5 is effective as of the date of its issue (May 4, 2015); provided, however, that no fines shall be assessed under this Rule 5 for violations occurring prior to Saturday, May 9, 2015). *TRANSITIONAL PROVISION: Notwithstanding any provision of this Rule to the contrary, prior to April 15, 2016, no fine assessment shall be issued based solely upon a violation of the measured standards under Sections 2(c) and 2(d) of this Rule 5, unless the measured sound level exceeds the applicable maximum level by at least 10 dB(A).*

RULE 6. OTHER NUISANCES

- 1) **Tents or Temporary Structures.** No Owner, Renter, Occupant, Day Guest or Vendor shall erect, maintain or cause to be erected or maintained:
 - a) Any tent or other temporary structure of any type whatsoever that encroaches upon the Common Area or otherwise blocks or impedes access to or on the Right-of-Way or Pedestrian Easements;
 - b) Any tent or other temporary structure of any type whatsoever on any Vacant Lot or at any unoccupied House;

- c) Any tent or other temporary structure of any type whatsoever that has a footprint greater than 144 square feet at any House, on the Beach, in the Dune Area or anywhere else in the Subdivision, including, without limitation, any fabric or plastic curtains or draping designed to enclose any part of the area under a House that has a footprint greater than 144 square feet..
- 2) **Portable Toilets**. Except as otherwise specifically provided for herein, no Owner, Renter, Occupant, Day Guest or Vendor shall place, maintain or cause to be placed or maintained any portable, trailer mounted, free standing or other outdoor toilet unit or facility on any Lot, at any occupied or unoccupied House, on the Common Area, Beach Area or Dune Area or any where else in the Subdivision; provide, however, that a Builder may place, maintain, use or cause to be placed, maintained and used a single unit portable toilet at a Construction Site pursuant to the conditions set forth in an Architectural Control Permit issued pursuant to Rule 8.
- 3) **No Use of RVs or Camper Trailers**. No Owner, Renter, Occupant, Day Guest or Vendor shall:
- a) place, maintain or cause to be placed or maintained any RV, camper trailer or similar Vehicle or Trailer on any Vacant Lot, at any Unoccupied House or on the Common Area Beach or Dune Area; provided, however that an Owner may store his or her own RV, camper trailer or similar Vehicle or Trailer in the Garage Area of his or her House;
 - b) occupy or use any RV, camper trailer or similar Vehicle or Trailer as a sleeping, kitchen, toilet, bathing or lavatory facility at any House, on any Lot or on the Common Area, Beach Area or Dune Area or any where else in the Subdivision.
- 4) **Violation**. Each Day during which each tent, other temporary structure, portable toilet, RV, camper trailer or similar Vehicle or Trailer is erected, placed, maintained or used in violation of this Rule 6 shall constitute a separate violation of this Rule 6 for which the Owner of the House or Lot at which (i) it is erected, placed, maintained or used, or (ii) the person or persons erecting, placing, maintaining or using it are Owners, Renters, Occupants or Day Guests or are Vendors providing goods and services, shall, in either such case, be responsible. For purpose of this Rule 6, each toilet unit of a multiple unit portable toilet facility shall constitute a separate portable toilet and a separate violation. The scheduling of any Large Event pursuant to the Declaration or these Rules shall not be deemed to waive or modify the application of any provision of this Rule.

- 5) **Fine Assessment.** The Association may assess any Owner responsible for any violation, as provided for in Section (4) of this Rule 6, a fine of up to \$100 per separate violation.
- 6) **Effective Date.** This Rule 6 is effective as of the date of its issue (May 4, 2015); provided, however, that no fines shall be assessed under this Rule 6 for violations occurring prior to Saturday, May 9, 2015.

RULE 7. NO HIGH VOLUME AUDIO DEVICES

- 1) **General Rule.** Except as otherwise specifically provided for in this Rule 7, no Owner, Renter, Occupant, Day Guest, Vendor or other person shall operate or cause or permit to be operated any High Volume Audio Device outdoors at any House, Lot or Common Area, Beach Area or Dune Area in any manner that disturbs peaceful enjoyment of any Owner, Renter or Occupant of any House or of the Common Area, Beach or Dune Area, without regard to whether or not the operation of such High Volume Audio Device generates Excessive Noise, as measured or determined pursuant to Rule 6.
- 2) **Definitions.** As used in these Rules, the term:
 - a) **"High Volume Audio Device"** means:
 - i) Any amplified audio or audio video system, device or devices, including without limitation loud speakers, microphones, audio amplifiers, karaoke machines or similar devices, that are operated or provided by any Vendor, including without limitation any DJ, MC or entertainer or any equipment rental or supplier business;
 - ii) Any other amplified audio or audio video system, device or devices, other than any Personal Audio Device or Built-In Audio Device.
 - b) **"Personal Audio Device"** means any personal audio device (or interconnected audio devices) weighing less than 10 pounds and with speakers no greater than 6 inches in diameter, including without limitation, personal radios, personal CD/DVD players, wired or wireless speakers for smartphones or MP3 players and similar devices; provided, however, that such device is not used as an amplified microphone; and provided, further, that such device is not operated by a Vendor providing any entertainment service.
 - c) **"Built-In Audio Device"** means outdoor built in or landscape speaker systems designed for normal non-commercial use and with no outdoor speakers greater than 8 inches in diameter; provided, however, that such device is not used as an amplified microphone; and provided, further, that

such device is not operated by a Vendor providing any entertainment service.

- 3) **Violation.** Each Hour during which any High Volume Audio Device or interconnected system of such devices is operated outdoors in the Subdivision shall constitute a separate violation of this Rule 7 for which the Owner of the House or Lot at which (i) the High Volume Audio Device is operated, or (ii) at which the person or persons operating or causing he operation of the High Volume Audio Device are Owners, Renters, Occupants or Day Guests or are Vendors providing goods and services, shall, in either such case, be responsible. The operation of a High Volume Audio Device in violation of this Rule 7 shall constitute a violation of these Rules that is separate from any other or additional violation of Rule 5 that may result from any Excessive Noise generated in connection with such operation. The scheduling of any Large Event pursuant to these Rules shall not be deemed to waive or modify the application of any provision of this Rule.
- 4) **Fine Assessment.** The Association may assess any Owner responsible for any violation as provided for in Section (3) of this Rule 7 a fine of up to \$100 per separate violation; provided, however, that:
 - a) No fine shall be assessed unless another Owner or Renter has made a complaint with respect to such violation to Association Security or the violation has been witnessed by Association Security; and
 - b) No more than one fine shall be assessed per Day with respect to a continuing or substantially similar violation, unless either (i) a Warning has been sent to the Owner with respect to the initial such violation, or (ii) in the case of a High Volume Audio Device operated by a Vendor, Association Security has advised such Vendor (or the Owner, Renter or Occupant who has engaged such Vendor) has been issued a Warning that the operation or proposed operation of such device constitutes or will constitute a violation of this Rule 7.
- 5) **Effective Date.** This Rule 7 is effective as of the date of its issue (May 4, 2015); provided, however, that no fines shall be assessed under this Rule 6 for violations occurring prior to Saturday, August 29, 2015.

RULE 8. ARCHITECTURAL CONTROLS

---RESERVED---

RULE 9. COMMERCIAL ACTIVITY PROHIBITED

---RESERVED---

RULE 10. SCHEDULING LARGE EVENTS

---RESERVED---