



Bonterra Village
Homeowners Association, Inc
Indian Trail, NC

PROPERTY OWNER'S
HANDBOOK
of
Rules and Regulations

November 9, 2006

Bonterra Village Homeowners Association

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I. INTRODUCTION

The Board of Directors of Bonterra Village Property Owners Association and the Declarant have adopted the Rules and Regulations in this Handbook to enhance the enjoyment of a ‘Village’ lifestyle for residents, their families, and guests.

Village living is a new experience for many residents and differs from owning a home in a solely single family community. This Village consists of single family homes, patio homes, town homes, Charleston homes, live/work units, and units yet to be determined.

These rules apply to all residents and guest of units at Bonterra Village, whether they are unit owners or renters. They are designed to assure the safety and well-being of all residents, the proper use of Bonterra Village’s common areas, the maintenance of our properties, and the application of city and state safety regulations.

These Rules and Regulations are established under Article 3 Section 3.2(a) of the Covenants, and will be reviewed as necessary by the Board of Directors or Declarant, which may alter, amend, revoke or add to them for the preservation of safety and order in the community. If you have any questions about these Rules and Regulations, please contact The Board of Directors/Community Manager.

The Board of Directors may or may not employ a Community Manager. Please contact a member of the Board of Directors for current status.

II. FINANCIAL MATTERS

A. Dues and Assessments

As more fully provided in the Covenants, each property owner is obliged to pay the Association monthly assessments (dues) and any special assessments. Any account in arrears will be forwarded to the Association’s legal counsel for collection. The unit owner is responsible for all legal fees and expenses associated with collection. Failure to pay the assessments will also result in a lien against the member’s property. In addition, access to amenities may be suspended. Please contact a member of the Property Manager/Board of Directors to obtain a current copy of assessment amounts and payment schedule for to your unit type.

B. Payment

Assessments are payable on the first day of the month according to the established payment schedule. Payments that are considered late may be assessed late fees which will be added and billed to you.

C. Special Assessments

The Association reserves the right to levy special assessments to cover any unforeseen operating expenses. In addition, Bonterra Village Homeowners Association has the right

to levy certain assessments for purposes outlined in Article 8 Section 8.2 under the Covenants.

D. The Association's Financial Statements

Monthly financial statements are available to any Property Owner upon request.

III. RULES AND REGULATION – ADMINISTRATION

In Village living developments, the creation of rules and regulations are a common tool used by Associations to invest the Board of Directors with acceptable standards designed to enhance living and enjoyment in a Village community.

A. Obeying all Legal Requirements

All residents, their lessees, resident house guests, and other guests are expected to obey all Federal or State laws, City or County ordinances, and the Covenants, Bylaws, and Rules and Regulations of Bonterra Village. The Association will seek their enforcement to the fullest extent of the law.

B. Enforcement

The Association through the Board of Directors and its officers shall enforce these Rules and Regulations, and other restrictions set out in the Covenants, through fines, other Enforcement Measures or appropriate legal action according to current Federal, State and Local Laws.

1. Fines and other Enforcement Measures

- a. Any violation of the restrictions shall be subject to the imposition of reasonable monetary fines, at the discretion of the Board of Directors. Any such fine shall be added to and become part of the assessments against the property of the violating owner. Fines, as well as a lien against the Property, will be the personal obligation of the owner of such property, if not paid.
- b. Suspending an owner's right to vote.
- c. Suspending any person's right to use any recreational facilities within the common areas.
- d. See Article 7 Section 7.5 under the Covenants for a complete list of enforcement measures.

2. Enforcement of Parking and Vehicular Rules

Any resident of Bonterra Village responsible for violating any of Bonterra Parking and Vehicle Rules (*Section IV, C*) of the Property Owners Handbook shall be brought to the attention of any Board member or property manager per (*Section III, C of the Property Owners Handbook*). The resident shall be notified in writing of the violation and provided with a copy of the appropriate rule from this Property Owners Handbook (as amended), and asked to correct the violation. If the violation remains or occurs again, the Board may issue a notice to the unit Owner (and the resident in the case of rented units) and assess a fine against the unit Owner as outlined in (*Section III, B, 1a*) of the Property Owners Handbook. The Board may also request the unit owner and/or the offending resident to appear before the Board. If the unit Owner and/or resident

appear, the Board, after a hearing, shall determine if further action is warranted. If neither the unit Owner nor resident appears, the Board shall issue a notice of non-compliance and shall continue to fine the unit Owner.

3. Enforcement of Architectural Review Committee (ARC) Rules

- a. Per Article 7 Section 7.5(a)vi under the Covenants, the ARC may require an Owner, at its own expense, to remove the structure or improvements on such Owners Unit in violation of (*Section V*) of the Property Owners Handbook and to restore the Unit to its previous condition. Upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and such action shall no be deemed a trespass.

C. Reporting Violations

Any resident may report a violation of the Covenant, a Bylaw, Rule or Regulation, and should do so, preferably in writing, to the Board of Directors/Community Manager. A report should contain sufficient information to allow the Board of Directors/Community Manager to attempt to rectify or address the reported situation..

IV LIST OF GENERAL RULES AND REGULATIONS

Listed below are Rules and Regulations that pertain to many activities in Bonterra Village Community.

A. Maintenance

1. Performed by the Association

- a. The Association is responsible for maintaining all areas of Common Open Space and amenity areas within Bonterra Village. All such areas are the property of the Association.
- b. No resident shall cause any object to be affixed to the common property (including the planting of any plant material) or in any manner change the appearance of the common area.
- c. Any requests, complaints, or suggestions, should be submitted to the Board through the Community Manager or to a member of the Board directly, and not to lawn care company personnel.

2. Scout Camp Common Area:

Scout Camp Area as noted on trails or latest Master Plan is not part of Bonterra Village. Ownership and maintenance of this area is Deeded to Boy Scouts of America (BSA) Troop 276 of Indian Trail, NC.

3. Horse Stable and Pastures:

- a. The Horse Stable, Arena and pasture as noted on the latest Master Plan are not part of Bonterra Village. Ownership and maintenance of this area and any future area is under ownership of the Declarant or its designee.
- b. See Appendix D: Rules and Regulations for Horse Stable and Pastures

4. Lawns and Landscaping for Single Family Homes.

- a. All improvements and maintenance, including landscaping, located upon individual resident's lots are the responsibility of the **resident**. Residents are

strongly encouraged to water new growth of grass upon their lots and to keep their lawns watered during the summer months in order to maintain an attractive appearance.

- b. **Residents** are required to keep their property maintained in such a manner as to provide a neat and attractive appearance.
- c. Each Owner of a single-family home shall maintain a minimum of seventeen (17) shrubs and two (2) trees planted in the front yard of each unit.
- d. All Owners of units located on Bonterra Boulevard, Sea Biscuit Drive, Filly Drive and Back Stretch Boulevard shall have installed in-ground irrigation systems in the front yards of such units, and shall irrigate the front yard of said units. The cost of installation, maintenance and irrigation is the responsibility of each unit.

B. Aesthetics

1. Flags

- a. One (1) flag up to four feet by six feet (4'X 6') in size attached to a flagpole mounted to the home may be approved. The pole may not exceed four inches (4") in diameter and sixty inches (60") in length.
- b. A free standing flag pole must first be submitted and approved by the ARC with size, type and location.
- c. Only official flags of countries, states or universities and seasonal decorative flags may be displayed. Flags which display trademarks or advertising, battle flags and similar flags which, in the Board's judgment, are intended to, or tend to, incite, antagonize or make political statements (other than a statement of citizenship or country of origin of the residence of the dwelling) shall not be displayed.
- d. Approved flags shall be maintained in good condition and shall not be displayed if mildewed, tattered or faded beyond recognition.

2. Window Treatments

- a. The following window treatments are not allowed in Bonterra Village:
 - i. aluminum foil window covers
 - ii. solid black window coverings
 - iii. bed sheets
 - iv. newspapers
- b. Typical window treatments such as blinds, draperies, shades and plantation shutters are allowed.
- c. Window air conditioning units or fans are not allowed.

3. Exterior Holiday Decorations

- a. Seasonal house decorations should be removed within thirty (30) days of the holiday.
- b. Christmas lighting is not permitted before Thanksgiving.
- c. Holiday decorations are to be in good taste and not to be excessive or gaudy.

4. Trash Removal

- a. Garbage cans and recycle bins must be stored in one of the following locations (stated in order of preference):
 - i. inside your garage
 - ii. behind your house (screened from street view by your house)

- iii. behind an approved screening fence or landscaping on the side of your house
- b. No refuse containers (of any type) may be stored in the front of your house.
- c. No garbage can or recycle bin should be placed at the curb any earlier than the night before collection and should be removed by midnight the day of collection.
- d. Bulky Item Disposal
 - i. Bulky items are defined as furniture, electronic equipment such as televisions, computers, VCR's and other items such as bicycles, that are too large to be placed in roll out containers. The definition also includes white goods, such as refrigerators, ranges, washers, dryers, water heaters, dishwashers, and similar items.
 - ii. Please contact the current waste management company to schedule a pickup before placing items on curb.

5. Clotheslines and Laundry

- a. The hanging out or draping of laundry, towels or any type of clothing over fences, porch or balcony rails and clotheslines is prohibited in Bonterra Village.

C. Vehicles, Parking, and Speed Limits

1. Street Parking and General Parking

- a. Permanent street parking is only allowed in areas designated for parking.
- b. Street parking is only allowed for periods of no longer than (24) hours to accommodate guest parking when the driveway is at capacity.
- c. When parking on the street temporarily or permanently, vehicles must be parked in the direction of traffic.
- d. Temporary street parking is not permitted under any circumstances in the following areas:
 - i. Blocking postal access to mail boxes.
 - ii. Blocking handicap access to sidewalks or common areas.
 - iii. Parking on grassy areas or lawns is prohibited at all times.
 - iv. Parking a vehicle on any street in a manner that impedes another resident's access to their driveway.
 - v. Parking in a no parking zone, as designated by a White Painted Curb.
 - vi. Blocking the sidewalk with a vehicle overhanging the driveway.

2. Parking of Commercial Vehicles and Trailers.

- a. Commercial vehicles as defined by the Association are any vehicles with permanent markings and/or attachments which indicate the vehicle is not used primarily for personal use. (Vehicles with removable signs or attachments must remove said items within one (1) hour from the time the vehicle is parked.)
- b. No parking of vehicles that are larger than a full size truck or van is permitted. This includes flat beds, dump trucks, moving trucks, box trucks, etc....
- c. Tractor-trailer "rigs" (also referred to as transfer trucks, etc.) are prohibited.
- d. No commercial vehicles may be parked in Bonterra Village, with the

exception of temporary parking for deliveries, repairs, etc. and for vehicles that are fully enclosed in the attached garage of a dwelling at all times.

- e. Trailers are only permitted if fully enclosed in an attached garage at all times.

3. Parking of Recreational Vehicles

- a. Recreational vehicles may not be parked where they are visible from the street or alley.
- b. Recreational vehicles as defined by the Association are any vehicles commonly referred to as or considered a recreational vehicle, including but not limited to campers, RV's, full-size conversion vans, etc.
- c. Boats and other water sports equipment, all-terrain- vehicles, motorcycles and other off-road vehicles are not allowed in Bonterra Village unless fully enclosed in an attached garage at all times.
- d. The Board may (but shall not be obligated to) grant permission for visitors to temporarily park such vehicles overnight on driveways for a period not to exceed seven days or nights while visiting occupants of a Unit.

4. Other Motor Vehicle Rules

- a. The speed limit on all streets of Bonterra Village is 18 mph unless otherwise posted.
- b. The speed limit on all service streets or alleyways is 5 mph.
- c. Noisy operation of engines or excessive noise by the driver or occupants is prohibited.
- d. All vehicles must be properly licensed and have a current inspection sticker displayed.
- e. No activity such as general repair, rebuilding, dismantling, repainting or servicing of any vehicles shall be performed anywhere on the property (this includes changing of oil or other fluids). Major repairs are prohibited.
- f. Vehicles positioned on blocks, lifts, or jacks are not permitted on streets or lots except for emergency repairs.
- g. Private vehicles, not legally registered or road-worthy, shall be removed from Bonterra within 10 days of notice.
- h. Oil stains left by leaking vehicles are the responsibility of the resident and must be cleaned up promptly.
- i. Golf carts may only be operated by individuals who are licensed drivers.
- j. ATVs and other similar off road recreational vehicles are not to be operated on streets or alleyways.

D. Material Storage

- 1. Storage of materials of any kind that is visible from the street or neighboring yards is not allowed.
- 2. Weeds, vegetation, rubbish, debris, garbage or waste materials are not allowed to be accumulated on any lot or Common Area with the exception of one (1) compost pile and/or one (1) firewood pile per lot.
 - a. Firewood piles are limited to two (2) cords, should be stacked no higher than four (4) feet and should be screened from public view.

- b. Compost piles are allowed unless the Board determines that such compost pile is unsightly or offensive.
 - c. Both compost piles and firewood piles on corner lots must be located at the farthest possible point from the intersecting street.
3. Toys should be stored out of sight when not in use.
 4. Storage container from PODS or other similar containers may be allowed for up to seven (7) days maximum. They must be placed in the driveway. If container must be stored on the street prior approval must be obtained from the Association.

E. Pets

1. Generally, all pets should be kept under their owner's control at all times and in compliance with applicable leash laws.
 - a. All dogs should be contained on the owner's lot or leashed when off of the owner's property.
 - b. Owners are responsible for cleaning up any mess that a pet creates in any Common Area, as well as on any private property.
 - c. Owners are responsible for their animal's actions and are liable for any provable damages.
 - d. Animals being a nuisance to residents will not be tolerated – this includes issues with noise.
 - e. Pets are not allowed in park areas where children's playground equipment is located.

F. Common Areas and Amenities

1. Trails

- a. Trails are for pedestrians, bicycles and horses.
 - b. Motorized vehicles are not allowed on trails. The only exceptions are as follows:
 - i. Equipment used for maintaining trails.
 - ii. Equipment used in the maintenance or service of the Horse Stables.
 - iii. Access to the Boy Scout Camp for those with proper authority.
 - iv. Permission by Declarant or Association
 - c. Any resident caught on trails with a motorized vehicle will be fined. Any non-resident will be considered trespassing and could be prosecuted.
 - d. Capturing, trapping or killing of wildlife within Bonterra, is prohibited except in circumstance posing an imminent threat to the safety of persons.
2. **Pool** – See Appendix “A” for current Rules and Regulations
 3. **Kiddie Pool** – See Appendix “A” for current Rules and Regulations
 4. **Club House** – See Appendix “B” for current Rules and Regulations
 5. **Parks & Playgrounds** – See Appendix “C” for current Rules and Regulations.
 6. **Usage** – Common Areas such as the gazebo and playgrounds may not be used for personal functions or parties unless prior approval is granted by the Association.

G. For Sale, Renting or Leasing Your Home

Exhibit C Item 4 of the Covenants provides that Owners may not rent their units for transient or hotel purposes. Owners listing their Unit for lease or rental must provide to the new tenant a

copy of Bonterra Village Declarations, Conditions and Restrictions, the Bylaws, and this Rules and Regulations handbook. (Misplaced or lost documents copies may be purchased from the Board of Directors/Community Manager.)

1. Owners intending to rent their units must so notify the Board of Directors/Community Manager.
2. All leases and rental agreements must be for an initial term of not less than six months, and renewals may not exceed one year.
3. Property Owners must notify The Board of Directors/Community Manager of all rental & lease renewals 30 days prior to the new lease term.
4. A sublet of the unit by the renter/lessee is not permitted, and shall be specifically prohibited by the Unit owner in the lease or rental agreement.
5. Owners leasing or renting their units must certify to the Board of Directors/Community Manager her/his receipt of a copy of this Handbook. .
6. The Property Owner shall inform the Board of Directors/Community Manager of the tenant(s) name and telephone number and all necessary information for appropriate notation in the Association's files
7. Lessees /renters are required to abide by all Association Rules and Regulations. The Property Owner is responsible and liable for the conduct of his/her tenants.
8. Property Owners should inform the Board of Directors/Community Manager of the pending sale of any property prior to the closing date so that the financial status of all units can be kept up-to-date and the proper party held responsible for assessments and dues.

6. GENERAL POLICIES OF THE ARCHITECTURAL REVIEW COMMITTEE.

Pursuant to its authority under the *Declaration of Covenants, Conditions, and Restrictions for Bonterra Village*, the Architectural Review Committee (ARC) of the Bonterra Village Homeowners Association hereby issues the following *standards and guidelines*. These Standards and Guidelines are supplemental to the existing Declarations, and are not inclusive of all items upon which the Bonterra Village Architectural Review Committee or the Board of Directors of the Bonterra Village Homeowner's Association may act. It is intended to provide guidance to Owners regarding requirements for additions and modifications to property in Bonterra Village and matters of particular concern to the Architectural Review Committee in considering applications for approval of such additions and modifications. In addition, it sets forth various restrictions on other matters relating to the overall appearance of property in Bonterra Village.

Compliance with the guidelines and requirements of this Guide is required, but does not constitute the sole basis for review of applications for approval under Article VII of the Declaration, nor does it guarantee approval of any application. In reviewing each submission, the ARC may consider any factors it deems relevant. *Decisions may be based on purely aesthetic considerations*. Each owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of proposed additions and modifications. To this end, it is important to note that decisions are made on a case-by-case basis, and although a modification or addition may have been approved in one instance, there is no guarantee that it will be approved again.

Unless otherwise specifically exempted by the Declaration or this guide *all proposed modifications and additions to homes and lots within Bonterra Village require application to and prior approval of the ARC.* Where this guide specifically permits an owner to proceed without prior approval, such permission shall only be effective so long as the owner complies with the requirements of this guide.

All requests for modifications must be submitted in writing to the Bonterra Village Homeowner's Association. A form is attached.

A. Improvements to Lots

1. General Guidelines

- a. All improvements to lots require specific prior approval by the Architectural Review Committee, and will be approved or disapproved based on compliance with the Declarations, these Guidelines and/or the aesthetic discretion of the Committee.
- b. All projects should be completed within thirty (30) days of the start date, unless not feasible due to the magnitude of the project. Any utility additions must be underground and adhere to applicable code for such utilities.
- c. All applications must include a detailed description of the planned project and must contain the following information, as applicable:
 - * Size of structure
 - * Height
 - * Wall material
 - * Location
 - * Utilities (water, electric)
 - * Estimated time length of construction
 - * Roof design
 - * Roof material
 - * Exterior finish
 - * Quantity
 - * Detailed drawing

2. Outbuildings

- a. No prefabricated buildings, including without limitation prefabricated storage sheds, shall be installed or maintained within any Unit. All structures located upon a Unit must have foundations and must be approved by the ARC.
- b. Size: no greater than twelve feet by sixteen feet (12' X 16').
- c. Height: overall no greater than nine feet (9') with a maximum eave height of six feet (6').
- d. Roof Design: single pitch (shed) roofs are not permitted.
- e. Roof Materials: must be constructed of shingles that match those on the home.
- f. Quantity: only one outbuilding per lot is permitted.
- g. Wall Material: exterior walls should be constructed of either hardboard or vinyl siding or brick to match the home, T -111 exterior plywood (or other similar siding) painted to match the home. No particleboard, standard plywood, cinder block, plastic or metal construction is allowed.
- h. Exterior Finish: outbuildings must be trimmed and painted, in their entirety, in the same quality materials and colors of the home.
- i. Utilities: any utility facilities (water, sewer, electric, etc.) providing service to an outbuilding must be underground and adhere to applicable building code for such facilities.
- j. Foundation: only poured concrete foundations are permitted.
- k. Location: outbuildings are to be placed in the rear yard of a lot and are subject to the following restrictions:
 - a. The rear property line must be at least three (3) times larger than the outbuilding dimensions. For example, a 10' X 10' outbuilding requires a minimum thirty-foot (30') rear property line.
 - b. Outbuildings must be placed at least six feet (6') from any property

boundary as provided by zoning regulations and should contain sufficient clearance around all sides to permit appropriate maintenance.

- c. Outbuildings should be placed no less than fifty feet (50') from the property line adjacent to the street side of a corner lot.

3. Fences

- a. Fencing must be constructed of aluminum or vinyl approved by the ARC.
- b. Vinyl fencing shall be white.
- c. Aluminum fencing shall be black or white.
- d. Wood fencing is prohibited.
- e. Chain link fencing in any form is strictly prohibited (including dog pens / runs of ANY material).
- f. Any fencing extending from the rear corner of a Unit to the rear corner of the property line shall not exceed six (6) feet in height unless otherwise specifically required by government authorities having jurisdiction.
- g. Any fencing extending from the rear corner of a Unit to the front corner of the property line shall not exceed three and one-half (3.5) feet in height unless otherwise specifically required by government authorities having jurisdiction.
- h. The “finished” side of all fencing must face outward.
- i. Fencing may not be erected any closer to the street than the side or rear setback line on lots adjoining streets. Consult your property survey for your setback lines.
- j. Fencing may NOT be erected on bermed areas of lots. i.e. no fence shall extend any higher on a berm than the “toe” (base) of the berm.
- k. All fences on Units shall be maintained at all times and structurally sound and attractive manner and in a good state of repair.

4. Doghouses

- a. Size: may not exceed four feet (4') wide by five feet (5') deep by four feet (4') high.
- b. Material: must be constructed of the same materials as described for outbuildings (see section 3B of this document). No plastic doghouses are allowed.
- c. Quantity: no more than two (2) doghouses are permitted on any lot. Doghouses will only be approved if enclosed within an approved perimeter fence.

5. Driveway and Walkway Additions

- a. Material: must be constructed of concrete (no asphalt or gravel driveways will be approved). Other materials such as pavers may be used with approval of the ARC.
- b. Location: a two-foot (2') minimum setback should be maintained from all property lines. Situations not permitting this setback will be reviewed by the Committee on a case-by-case basis. No circular driveways will be approved.

6. Basketball Goals

- a. Material: Only professional metal pole with fiberglass or Plexiglas

backboard. Portable goals are permitted provided they are not placed in the street (including at the end of dead-ends or cul-de-sacs), not placed where play would occur in the street and are stored in a location screened from street view when not in use.

- b. Quantity: only one (1) goal per lot is permitted.
- c. Location: must be located at least fifteen feet (15') from the street or alley. Backboard may NOT be attached to the house. The goal must be oriented so that play occurs on your property.

7. Exterior Lighting

- a. Freestanding security lights located in front and side yards may be approved, but are limited to six feet (6') in height
- b. Freestanding security lights located in rear yards may be approved, but are limited to ten feet (10') in height.
- c. Eave-mounted floodlights may be approved.
- d. Landscape lighting may be approved.

8. Swimming Pools

- a. Above-ground pools, with the exception of temporary "kiddie pools" in rear yards, are prohibited.
- b. In-ground pools must be approved by the ARC.

9. Signage & Displays.

Only the following types of signs are permitted on any lot in Bonterra Village:

- a. One temporary sign advertising the home for sale, provided the sign has a maximum face area of five (5) square feet on each side and, if freestanding, stands no more than four feet (4') off of the ground and mounted on a 4"x4" Black Post. (See Appendix D)
- b. One security service sign located in the front yard and one located in the rear yard, provided the signs have a maximum face area of two (2) square feet.
- c. Notification signage as may be required by legal proceedings or a governmental entity (such as a building permit).
- d. No signs shall be placed in the Common Area other than signs installed and approved by the Association or Declarant.
- e. No rules shall regulate the content of political signs; however, rules must regulate the time, place and manner of postings such signs and the Architectural Guideline may establish design criteria for such signs.

10. Mailboxes and Address Plaques

- a. All mailboxes shall be uniform as approved by the ARC, and shall not be installed or replaced without ARC approval.
- b. In addition, all address plaques located on the exterior of any dwelling unit located upon a Unit shall be uniform as approved by the ARC, and shall not be installed or replaced without ARC approval.

B. Improvements to Structure

1. General Guidelines

- a. ALL improvements to structures require specific prior approval by the Architectural Review Committee, and will be approved or disapproved

based on compliance with the Declarations, these Guidelines **and/or** the aesthetic discretion of the Committee

- b. All projects should be completed within thirty (30) days of start date, unless not feasible due to the magnitude of the project.
- c. Any utility addition must be underground and adhere to applicable code for such utilities.
- d. All applications must include a detail description of the planned project and must contain the following information, as applicable.
 - * Size of structure
 - * Height
 - * Wall material
 - * Location
 - * Utilities (water, electric)
 - * Estimated length of construction
 - * Roof design
 - * Roof material
 - * Exterior finish
 - * Quantity
 - * Detailed drawing

2. Additions

- a. Must adhere to all applicable building codes
- b. Exterior surfaces must match those of existing structure.

3. Decks / Patios

- a. Must adhere to all applicable building codes.
- b. Patios must be constructed of concrete, stone or brick pavers.
- c. All construction must be approved whether new or an addition to an existing.

4. Satellite Dishes

- a. Direct TV-type satellite dishes no larger than one (1) meter may be approved.
- b. Approved dishes must be mounted to the house in a position not visible from the street (unless approved by the Committee due to reception issues.)
- c. No other types of television or radio pole, antenna, aerial or tower may be constructed, installed, erected or maintained on any lot in Bonterra Village other than those installed by the Declarant.

5. Exterior Painting

- a. Painting of exterior house surfaces any color that is different than the color that is already on the house will only be approved on a case-by-case basis due to lack of color availability.
- b. Painting or staining of porches, balconies or driveways must be approved by the ARC.

Appendix “A”

Pool and Kiddie Pool --- Rules and Regulations

A. General Rules

1. No children under the age of sixteen are permitted to swim without a parent or other obligated adult (sixteen or older) present. Solo swimming not allowed. When a lifeguard is on duty, children twelve years and older may swim unaccompanied.
2. For safety reasons, there can be no running, pushing, jumping on others, dunking or holding others under the water, diving, or loitering in the bathroom areas.
3. Appropriate and safe behavior is expected at all times on and about the pool area. Profanity will not be tolerated and if continued may be cause the loss of pool privileges.
4. Any food items taken into the pool areas are the responsibility of the homeowner. Homeowners are expected to clean up before leaving. No glass bottles, china ware nor items in breakable containers are not allowed in the pool/picnic areas.
5. Smoking or gum chewing is not permitted.
6. No alcoholic beverages are allowed.
7. Water Wings, children’s small round floats, snorkel tubes, face masks and soft plastic balls fewer than 12 inches in diameter are permitted.
8. No pets, bicycles, skate boards, roller blades, scooters or other vehicles.
9. No one with open or infected wounds will be allowed to swim.
10. Babies in diapers must also wear rubber pants/swim diapers. Parents and/or guardians are responsible for the proper disposal of the diapers.
11. Cut-offs and other improper swim wear are not permitted.
12. Deck chairs cannot be reserved.

B. Kiddie Pool

1. A parent or guardian must supervise children in the kiddie pool.
2. Kiddie pool is for children 12 and under.

C. Pool Hours

1. The pool is open from 9 AM to 8 PM daily.
2. A lifeguard is on duty from 12 PM to 8 PM daily. Only when a lifeguard is on duty will twelve year olds and up be permitted to swim unaccompanied.
3. The lifeguard will close the pool at 8 PM. Any one not obeying a lifeguard’s instruction to leave the pool at closing will be considered trespassing and the lifeguard will call 911 for assistance.
4. Pool hours are for a general reference. Times may be changed based on a number of circumstances.

Appendix "B"
BONTERRA VILLAGE CLUBHOUSE
APPLICATION AND RENTAL AGREEMENT

Date: _____

Renter: **BONTERRA RESIDENTS ONLY**

First Name: _____ Last Name: _____

Age: _____ The Renter must be **21 years of age or older** in order to be approved for rental

Address: _____

Telephone Number: _____

E-mail Address: _____

Rental Date: _____

Hours of Use : _____

Type of Event: _____

Number of Guests: 1 – 20 () 21 – 50 () 50 - 100 ()
over 100 ()

Kitchen: Will be used () Will not be used ()
Alcohol: Will be served () Will not be served ()

\$ _____ **Rental Fee \$75.00 (1 – 20 guests) \$100.00 (21 – 50 Guests) \$150 (50-100) \$300
(100 to occupancy)**

All Rental fees include the cost of cleaning the Clubhouse

\$ _____ **OTHER Receptions, Wedding Rehearsals, and Weddings will be charged a \$500
Rental fee. These events MUST be booked six (6) months in advance with a 50%
NON-REFUNDABLE DEPOSIT.**

\$ 250.00 **A \$250.00 Refundable Security Deposit is due when contract is returned.**

\$ _____ **Rental Fee due with contract. (Separate check from refundable security deposit)**

\$ _____ **Total Amount Received (In two separate checks)**

All checks are to be made payable to *BONTERRA VILLAGE HOA*. There will be a \$20.00 service charge for checks returned by the bank for insufficient funds.

**BONTERRA VILLAGE CLUBHOUSE
APPLICATION AND RENTAL AGREEMENT**

Rules and Restrictions:

The Rental Agreement applies to the use of the clubhouse and adjoining deck, and does not include the use of the swimming pool, tennis courts, and basketball court.

The clubhouse is available free of charge to the Bonterra Homeowners Master Board and associated advisory Boards, Bonterra Homeowners Association (Association) meetings and homeowners for Association related and sanctioned meetings and functions.

1. For non-Association related activities, Bonterra Homeowners Association dues must be current in order to rent the clubhouse as a resident.
2. The clubhouse may be reserved by any Association member, of at least 21 years of age, for the purpose of hosting a non-Association related event.
 - a. The reserving member **must be present at ALL TIMES!**
 - b. Reserved functions for persons under the age of 21 years must be chaperoned by the reserving resident. The resident will be responsible for any damage.
 - c. Residents will not reserve the clubhouse on a sub-lease basis.
 - d. The Clubhouse Board of Directors has the authority to deny a rental for any reasonable cause, in a uniform and consistent manner.
 - e. Appropriate attire is required. Wet bathing suits are prohibited.
3. All activities are to be kept on the clubhouse grounds.
4. The Renter understands that the clubhouse is located in a residential neighborhood. The renter agrees to respect the property of Bonterra and the Clubhouse as well as the peace and quiet of the community. Output of any amplified music or sound equipment will comply with the City noise ordinance and shall not exceed 100 watts. Any noise or activity by renter or his or her guests which disturbs the neighbors within the community will not be tolerated, and will be a violation of the terms of this Rental Agreement.
5. The clubhouse has a NO SMOKING policy. The Renter will not permit smoking inside the clubhouse.
6. Fire extinguishers have been installed to provide fire protection in the kitchen and clubhouse area. If for any reason the system is manually discharged, the Renter will be responsible for clubhouse cleaning..
7. The Renter will conduct no illegal activity upon the premises and will comply with all applicable laws, rules, and ordinances.
8. The Renter will obtain all permits, licenses, etc. necessary and/or required for the rental activity.

9. If any alcoholic beverages are to be served during the rental, the Renter shall comply with all applicable laws relating to the serving of alcoholic beverages. Serving and consumption of alcohol without a license obtained for this event will not be permitted. **Purchase of the license is a condition to receive the key for the clubhouse. Beer and wine are the only types of alcohol that can be consumed - hard liquor is prohibited. Alcohol can be consumed only inside the clubhouse and adjoining deck. Selling alcohol during rental time is prohibited. The Renter is responsible for taking reasonable precautions to assure that his or her guests do not operate motor vehicles when intoxicated.**
10. No birdseed, rice, confetti, Silly String®, glitter, or other substitutes are permitted in the clubhouse or surrounding property.
11. No nails, tacks, or pins are permitted in decorating the clubhouse. Only the use of removable tape or sticky tack product is permitted. The Renter shall not remove or take down any clubhouse decorations, artwork, etc.
12. Parking must be kept to the clubhouse parking lot.
13. The maximum capacity allowed in the Clubhouse is ____ persons.

BONTERRA VILLAGE CLUBHOUSE APPLICATION AND RENTAL AGREEMENT

Renting Times and Set Up:

The Renter agrees to the following rental times and set up restrictions:

Please note: The key to the clubhouse may be picked up as early as 8:00 a.m. on the day of the event and returned no later than 8:00 .am. the day after the event. *Forfeiture of deposit may ensue if the key is returned later than 8:00 a.m. the day following the event.*

1. Rental time begins at 9:00AM on the day of the event.
2. Rental time ends at 11:00PM on the night of the event, unless a later time has been specifically requested.
3. Set up and clean up must be completed within the rental times, unless otherwise agreed upon by Facilities Director.
4. A facility inspection will be conducted prior to and following the event by the facility representative and the Renter to determine the condition of the clubhouse, including the kitchen, restrooms, adjoining deck, grounds and parking lot. The facility representative and the Renter must sign a form indicating agreement as to the condition. Failure to do so will cause forfeiture of the refundable security deposit. The Renter is expected to leave the facility in the same condition as it was found.

Clean Up and Lock Up:

The Renter agrees to perform the following clean up immediately following the event:

1. Remove all decorations and personal effects.
2. Return all tables and chairs to the assigned place or storage.
3. Remove all food items used for the scheduled event.
4. Put all garbage in bags and place them in the trash bins outside of the clubhouse.
5. The clubhouse must be left secure. All doors and windows must be secured and locked. The key must be left on the kitchen counter near the telephone.

Reservation and Deposit:

The Renter must tender payment based on the following terms of the Rental Agreement:

1. The application for rental must be made through the Facilities Director.
2. The Renter must agree to and sign the Rental Agreement prior to scheduling.
3. 100% of the Rental Fee is due at the signing of the Rental Agreement and booking prior to the event.

Cancellation:

1. If cancellation occurs, rental checks will be returned to the Renter.

**BONTERRA CLUBHOUSE
APPLICATION AND RENTAL AGREEMENT**

The person filling out and signing this Rental Agreement knowingly assumes all responsibility for the rental and actions of each person in the rental party.

I, undersigned Renter, certify that I have read the Rental Agreement and agree to the rental terms set forth above and assume responsibility for the enforcement of the Rental Agreement, including the rules and regulations set forth in the Rental Agreement. I do agree to pay for all repairs and damage to the building facilities and/or equipment resulting from or related to the use of the Clubhouse and to pay the cost to replace any furniture, fixtures, and property that is damaged in connection with such use.

I further agree to indemnify and hold harmless Bonterra Village Clubhouse, its members, officers, directors, and agents, from any and all losses, claims, damages, liabilities, expenses, attorney's fees and costs, and obligations arising out of and related to injury to or death of any person, or damage to or loss of any property occurring as a result of, related to, or in conjunction with the use of the Clubhouse facilities by me, the Renter, and/or my guests.

I acknowledge that my deposit may be forfeited if I return the key any later than 8:00 a.m. the day following the event and/or if I give the key to a non-resident for any reason.

Renter's Signature

Date

Facilities Representative's Signature

Date

**BONTERRA VILLAGE CLUBHOUSE
 APPLICATION AND RENTAL AGREEMENT
 FACILITY INSPECTION**

A facility inspection will be conducted prior to and following the event by the facility representative and the Renter to determine the condition of the clubhouse, including the kitchen, restrooms, adjoining deck, grounds and parking lot.

The facility representative and the Renter must sign a form indicating agreement as to the condition. The Renter is expected to leave the facility in the same condition as which it was found. In the case of a wedding related function, failure to do so will cause forfeiture of the refundable \$250.00 security deposit.

The Renter will inspect the facility and will notate any and all items or areas damaged before accepting keys to the facility.

Kitchen Area: _____

TV Area: _____

Clubhouse Area: _____

Restroom Area: _____

Adjoining Deck Area: _____

Any damage found following the event not listed above will result in forfeiture of the \$250.00 security deposit, if applicable.

Renter's Signature	Date
---------------------------	-------------

Facilities Representative Signature	Date
--	-------------

\$_____ Security Deposit Received	_____ Renter Initials	_____ Facility Representative Initials
-----------------------------------	--------------------------	---

\$_____ Security Deposit Returned	_____ Renter Initials	_____ Facility Representative Initials
-----------------------------------	--------------------------	---

\$_____ Security Deposit retained for the following damages:

Renter Initials	Facility Representative Initials
-----------------	----------------------------------

Appendix “C”

Playgrounds and Park --- Rules and Regulations

A. General Rules

1. Playgrounds and parks are for residents and/or guests at all times.
2. For a guest to use a facility and resident must be present at all times.
3. Any resident allowing too many guests to use facilities restricting the use by other residents will be asked to leave.
4. Parks and Playground are off limits after dark. Only exception may be for ball fields during a sponsored event.

B. Playground at Townhomes

1. Jungle Gym and Playground equipment are for children 12 years and younger.
2. Toddler swings are for toddlers only.
3. Other swings may be used by any age as long as such use does not cause excess wear and tear.
4. Pets are not allowed in playground area.

C. Playground with Basketball Court.

1. Jungle Gym and Playground equipment are for children 12 and younger.
2. Toddler swings are for toddlers only.
3. Other swings may be used by any age as long as such use does not cause excess wear and tear.
4. Pets are not allowed in playground area.
5. Basket Ball courts are for the enjoyment of all. Rotation of players must be adhered to. Maximum of thirty (30) minutes of play if another group is waiting to play.

Appendix “D”

Stable and Pasture --- Rules and Regulations

A. General Rules

1. Horse Stable is for boarders, students and guests of Bonterra Riding Academy only.
2. Guests are welcome and encouraged if accompanied by boarder, student or staff of Bonterra Riding Academy.
3. Pastures and arenas are for use of Bonterra Riding Academy only. For the safety of residents and horses no trespassing is allowed.
4. Horses can and will bite. These bites can cause serious injury. For this reason all children and youth must be accompanied by an adult. Horses may not be touched without the permission of the owner or staff of Bonterra Riding Academy.
5. Due to delicate nature of the horse’s digestive system and sometime special nutrition requirements, the feeding of horse is strictly prohibited.

Appendix "E"
For Sale or Lease Sign

18 x 24

PVC Post

**For Sale Sign
for Bonterra**

(By Owner or Realtor information)

Approved By: _____

!!!!!! PLEASE PROOF READ CAREFULLY !!!!!

We DO NOT accept responsibility for errors found after proof has been approved, and Sign has been made!

Job No.:	7/27/2006	Salesperson:	AN
Order Code:		Contract:	S
Sign Dimensions:		Customer:	
Company:			

Appendix "F"

Bonterra Village Homeowners Owners Association, Inc.

APPLICATION FOR APPROVAL OF EXTERIOR MODIFICATION

Please print or type

Office Use

Owner Name: _____

Date Received in Office: _____

Property Address: _____

Application Number: _____

Mailing Address: _____

Date received by Committee: _____

Phone Number: (Day) _____

(Eve) _____

Brief description of proposed improvements:

Work to be performed by () licensed contractor _____(name)

Or () other _____ (name)

Desired start date for the project: _____

Estimated time to complete the project after start date: _____

I have read and understand that I am to abide by all the procedures in *Article IV Architecture and Landscaping* in the Bonterra Covenants. I also acknowledge that I may not commence with any improvements until I have permission, in writing, from the architectural review committee.

Owner Signature _____

Date: _____

Please attach a neat, approximately to scale drawing of your proposed exterior modification, and include as appropriate,

locations, sizes, colors; methods of attachment, photos, brochures, and any other information that will help the Committee reach a decision. A Committee member may contact you for discussion to understand the proposal. Incomplete information may delay approval of the application.

Important Notes: (Please read carefully)

1. Homeowner warrants that cable locating service will be called, if needed before work commences; homeowner further acknowledges that utility companies have easements allowing access to utility lines or pipes.
2. Approval by the Committee does not waive requirements for Union County building permits or inspections.

3. Union County inspection requirements (or lack thereof) do not waive the requirements for Committee/Board approval of architectural modification.
4. Any costs associated with this application (e.g. architect or contractor fees, city/county permits, etc.) are the sole responsibility of the homeowner submitting this application.
5. Additional conditions may be attached to approval of this application for compliance with architectural standards or mitigation of impacts to other members or common property.
6. Notification of action by the Committee is due within 30 days of dated receipt of completed application.
7. Approval to commence work is valid for three months from the granting date.
8. A copy of the residents lot plat will be necessary and **must be included** with each planned improvement clearly delineated as to location and placement on the map – **Requests received without this will be returned and will not be considered for review until the lot plat is furnished to the committee.**