P.O. Box 501, Zebulon, NC 27597
BunnLakeNC@gmail.com

Bunn lake Property Owners' Association, Inc.

Rules and Regulations Governing All Members

Intent

The following BLPOA Rules and Regulations are promulgated and authorized by the ByLaws of the Association, and are incorporated therein by reference for the protection of users of the lake and common areas and enjoyment of the lake and common areas by BLPOA Members.

Regardless of wording, nothing in these BLPOA Rules and Regulations authorizes or is intended to authorize unlawful activity on any Member's Property, on Association Property or in connection with any Association-related event or undertaking. All rules, regulations, statutes, Laws, Acts or other regulatory procedures of the United States, State of North Carolina, and (as applicable) the County of Wake and County of Franklin are incorporated by reference herein. To the extent a conflict arises between the BLPOA Rules and Regulations and any other lawfully promulgated law, it is expressly intended that the more restrictive rule, regulation, or law shall apply.

Changes to the Rules and Regulation may be made from time to time under the jurisdiction of the BLPOA Board of Directors. These BLPOA Rules and Regulations are not exhaustive. The Board may, from time to time revise these Rules and Regulations, establish additional Rules and Regulations, or eliminate BLPOA Rules and Regulations.

History and general Sections added or amended:

- First Approved: May 2007
- 1st Amendment: June 2008
- 2nd Amendment: September 2009
- 3rd Amendment: April 2011
- 4th Amendment: August 2014
- 5th Amendment: December 2016
- 6th Amendment: September 2019

BLPOA Rules & Regulations Table of Contents

Compliance - page 2

Definitions - page 2, 3

1. **General Rules and Regulations - page 3**
    - Member Responsibility for all Guests
    - Launching, mooring and access to Bunn Lake
2. **Watercraft Ownership - page 3**
    - Member-owned motorized watercraft ONLY
    - Watercraft size restrictions
3. **Watercraft Operation - pages 4, 5**
    - 2 Motorized watercraft per Member in operation at any one time
    - Counter-clockwise direction around Lake ONLY
    - Idle or No Wake zones
    - Personal dock/safe swim area
    - Boating after dark
    - Operation guidelines
    - Operation of watercraft by a Non-Member
    - Age restrictions
4. **Use of Common Areas - pages 5, 6**
    - Guests
    - Access
    - Rental of Common Area
    - Trash
    - Specific guidelines
    - Damage
    - Use of Common Area key
    - Debris
5. **Other Rules and Regulations - pages 6, 7, 8**
    - Firearms
    - Fishing
    - Fish, Plants, etc.
    - Invasive weeds
    - Dumping or discharge in waters
    - Construction guidelines
    - Animal and pet policies
    - Trash
    - Commercial use
    - Keys
    - Selling/Purchasing property
6. **Enforcement - pages 8, 9**
    - General enforcement
    - Repeat violation fines
    - Collection of fines

- **Signature Page - page 10**

Compliance

It is the responsibility of the BLPOA Members to convey the rules and regulation of the BLPOA to all whom the Members allow to access the lake, including but not limited to their families, their lessees, assignees, agents, and guests. They shall be considered collectively under the control of the Member for assignment of responsibility for compliance with the BLPOA Rules and Regulations.

Any concern or grievance of an instance known by the BLPOA Board to be an instance of non-compliance with local government unit, State of North Carolina, or Federal rules, regulations or laws may be forwarded by the BLPOA Board to the appropriate authorities.

Definitions

"Association" shall mean the Bunn Lake Property Owners Association, Inc. and its successor organizations.

"Board of Directors" shall mean the directors elected and serving pursuant to the terms of the Association's By-Laws.

"Bunn Lake" shall mean the lake created by the impoundment of the waters of Moccasin Creek by the dam located near NC Hwy 39.

"Common Area(s)" shall mean all of the real property owned by the Association in Wake and Franklin Counties, including the land that is flooded by the impoundment of the waters of Moccasin Creek by the dam located near NC Hwy 39.

"Member" shall mean a dues-paying, current-account Member of the Association that is not suspended by the Board from membership privilege who owns property in the area now or previously known as Bunn Lake Estates, or who does not own property but is a Member through paid Membership otherwise explicitly authorized by the Board of Directors, or who owns property but does not pay dues otherwise by explicit terms of a deed in lieu of paid dues.

"Motorized watercraft" shall mean any watercraft that is permanently or temporarily propelled by a fueled engine, electric engine, or a mechanical means other that human power or wind power.

"Party" or "Parties" shall include Members (including renters, guests, and other as identified above) or any other person(s). This definition does not imply that any nonmember individual may use Bunn Lake, except as expressly stated here in.

"Watercraft" shall mean any motorized or non-motorized vessel, capable of transporting a person, floating on the waters of Bunn Lake. Skiers, inflatable toys being towed, or anchored inflatable play platforms shall not be considered watercraft.

"Personal Watercraft (PWC)" are defined by law as a small vessel which uses an outboard motor or propeller-driven motor, or and inboard motor powering a water jet pump, as its primary source of motive power and which is designed to be operated by a person sitting, standing, or kneeling on, or being towed behind the vessel, rather than in the conventional manner of sitting or standing inside the vessel.

1. General Rules and Regulations

1.1 All those that the Member allows to access the lake, including but not limited to their families, their lessees, assignees, agents, and guests. They shall be considered collectively under the control of the Member for assignment of responsibility for compliance with the BLPOA Rules and Regulations. The Member shall be responsible for enforcement of these Rules and Regulations upon all those that the Member allows to access the lake.

1.2 No Member shall allow or facilitate the launching, mooring, or access to Bunn Lake through his or her property, any motorized watercraft not owned by a BLPOA Member. **Fines assessed as identified in Section 6.2.4.**

1.3 No Member shall allow or facilitate the launching, mooring, or access to Bunn Lake. through any common area, any motorized watercraft not owned by a BLPOA Member. **Fines assessed as identified in Section 6.2.4.**

1.4 No Member shall allow any access or recreational activity on the dam or spillway.

2. Watercraft Ownership

2.1 Only Members of the BLPOA shall be allowed to place a motorized watercraft in use upon the lake.

2.2 Only Member-owned motorized watercraft, not in excess of 24ft. In length, shall be allowed on Bunn Lake.

3. Watercraft Operation

3.1 A Member may not have more than 2 motorized watercraft of any kind in operation on the lake at any one time.

3.2 Members must operate motorized watercraft such that they shall travel in a counter-clockwise direction around the lake.

3.3 Watercraft operation must be such that they shall not travel in excess of idle or “no-wake” speed within seventy-five (75) feet of areas marked as “No Wake” zones, other watercraft, docks, piers, swim platforms, marked swim areas, the shoreline, or persons engaged in fishing.

3.4 Any Member may, at the Member’s expense, anchor a single standard-marked “No-Wake” buoy, or set of buoys for the purpose of demarcating a “safe swimming area” or other safety zone, up to but not exceeding seventy-five (75) feet from the Member’s shoreline. Placement of such markers does not relieve the duty of the watercraft operators to operate at idle speeds in accordance with 3.3 above.

3.5 Between sunset and sunrise, no Member may operate any watercraft at greater than idle or “no-wake” speed.

3.6 Members must operate all watercraft such that watercraft entering the lake from shore or dock shall yield right-of-way to watercraft already underway.

3.7 Members must operate all watercraft such that motorized watercraft shall yield right-or-way to non-motorized watercraft at all times.

3.8 Members must operate all watercraft such that overtaking any other watercraft from behind shall be making the pass at a safe distance on the left.

3.9 Members must operate all watercraft such that when two watercrafts are approaching each other at an angle, the watercraft to the right has the right-of-way.

3.10 Members must operate all watercraft such that when two watercrafts are approaching each other generally head-on, each watercraft shall stay to the right.

3.11 Operation of any watercraft by a non-Member renter, guest or other person requires the physical presence of the Member in the watercraft, on the shoreline, or at the Member’s BLPOA property to oversee the safe operation of the watercraft in accordance with all applicable rules, regulations and laws. Special approval can be requested in writing by a Member for long-term rental situations for non-motorized watercraft.

3.12 No Member shall allow the operation of any motorized watercraft by any person under the age of 14 as permitted by North Carolina State Law.

3.13 No Member shall allow the operation of any motorized watercraft (including personal watercraft) by any person under the age of 18 without the operator's prior successful completion of a North Carolina Boater Safety Course.

3.14 No Member shall allow the operation of a motorized watercraft (including personal watercraft) by any person under the age of 16 without the physical accompaniment by the Member in or upon the motorized watercraft.

4. Use of Common Areas

Common areas include the island, peninsula and the boat ramp area on Holiday Avenue, and other common-access locations, shorelines, the lakebed, or other areas designated as "common" by the Board.

4.1 Only guests accompanied by Members shall be allowed to use the common area(s).

4.2 The access to the Wake County common area boat ramps shall not be obstructed by activities at the common area(s).

4.3 The Board from time-to-time may authorize reservations for the use of the common area(s), at its sole discretion.

4.4 Members may reserve, by written request for approval from Board of Directors, the exclusive use of a portion of the Wake County fenced and gated Common Area tract on Holiday Drive or any Common Area. Payment of a $100 refundable damage deposit is due at least 30 days in advance of the reservation date. Any party may be assessed for expenses caused by damage, repairs, trash removal, etc., resulting from his or her use, and their guests.

4.5 Members must remove all trash from the common area(s) after Members' use.

4.6 Members, guests and others are prohibited from the following:

4.6.1 Possession of firearms or other weapons

4.6.2 Overnight use of the Wake County fenced and gated Common Area tract on Holiday Drive without prior reservation per Rules and Regulation 4.4 above

4.6.3 Open fires in areas not designated for such use (charcoal grills and gas grills are allowed, however no dumping of ashes is allowed)

4.6.4 Overnight storage of trailers, vehicles, boats or other property without prior consent of the Board of Directors

4.6.5 Operation of a motor vehicle on any surface other than the gravel drive.

4.6.6 Night swimming from the shore of any Common Area(s)

4.6.7 Excessive noise/music and any lighting at the Wake County common area after 11pm.

4.7 Members shall be responsible for repairs to any portion of the common area(s) damaged by their use or the use of their guests.

4.8 **A Member shall not permit the use of his or her key to the Wake County Common Area gate by anyone other than another Member. Fines assessed as identified in section 6.2.3.**

4.9 Members are prohibited from placing debris from their property in the debris pile at the Wake County fenced and gated Common Area on Holiday Drive. This pile is for the removal of floating logs and debris in the lake and dam property of the BLPOA only, and is not a Wake County permitted land-clearing or debris landfill. Therefore, it may not be used for landscape refuse or other debris disposal.

5. Other Rules and Regulations

5.1 No party may discharge a firearm over the water in any area of the lake south of the northern-most marked “Caution” buoy (these buoys are marked with a red diamond on a white background) located at the extreme north end of the lake on the north side of US Highway 64. No party may discharge a firearm from any watercraft at any time, except when hunting.

5.2 Parties are encouraged to adhere to a “catch-and-release” fishing policy, except for Crappie and Bowfin.

5.3 No party shall introduce non-native fish, other reptiles, amphibians, mammals, waterfowl or non-native aquatic plants to Bunn Lake.

5.4 All parties shall take precautions to prevent the introduction of invasive weeds, such as hydrilla, into the lake, by flushing bilges, motors and exhausts prior to launching any watercraft in Bunn Lake.

5.5 No sewage, garbage or other material should be dumped or discharged into the waters of Bunn Lake or the Common Area(s).

5.6 No Member may commence construction of any structure (pier, bulkhead, fill, dredging, etc.) on the BLPOA property, including the lakebed, or on any immediate shoreline of the lake, or over the water of the lake without a written authorization from the Board in the form of an "Improvement Permit" or in some other written form as the BPLOA Board deems appropriate.

5.6.1 Members are required to obtain an "improvement permit" from the Board prior to the placement or alteration of any structure (pier, bulkhead, fill, dredging, etc.) on the BLPOA property, including the lakebed, or on any immediate shoreline of the lake, or over the water of the lake.

5.6.2 Any new structure or alteration of an existing structure shall conform to the "Pier and Project Guidelines" that shall be periodically reviewed and authorized as needed by the Board of Directors of the BLPOA. Additional conditions or considerations may be required of a project proponent before the Board issues an "Improvement Permit".

5.6.3 Members must contact the Lake Committee of the Board prior to initiating any such activity for guidance on obtaining an "Improvement Permit".

5.6.4 Permits or other authorizations may be required from various government agencies in addition to the BLPOA Improvement Permit. Evaluation of any possible requirement for additional permits or authorizations which may be required by any other unit of government is the full responsibility of the Member, an issuance of an Improvement Permit or other form of authorization by the BLPOA in no way supersedes any governmental permit, restriction, or requirement for the placement or alteration of any structure upon or over the lakebed, shoreline, or water of Bunn Lake.

5.7 Members shall not maintain livestock or poultry of any kind in such a manner as to risk the deterioration of water quality of Bunn Lake from runoff.

5.7.1 Members that own dogs, cats and other domestic animals are responsible to follow County/Local rules and guidelines regarding picking up animal waste, noise and leash laws.

5.8 Members shall secure garbage and other refuge on their property so as to prevent its involuntary dispersal.

5.9 No Member shall undertake any commercial use or enterprise upon the common area(s), the water of Bunn Lake, or the lakebed.

5.10 Lost, stolen or broken keys: Replacement key to the Common area is $35.00

5.11 Important issues when selling/purchasing property in BLPOA:

5.11.1 Member must transfer the Common Area key at closing or make a check payable to BLPOA for $35.00 so that we can issue a new key assigned for this property.

5.11.2 If a Member's Property includes dock rights, the location and deed description should be verified by BLPOA records and include appropriate permit language and information.

5.11.3 New BLPOA Members must be presented at closing with the Bylaws and Rules & Regulations of the Association. Buyer must agree to and sign the signature page and return it to P.O. Box 501, Zebulon, NC 27597.

5.11.4 Information must be obtained from the BLPOA Treasurer regarding the current Dues/Assessment due yearly. Account must be current at the time of closing.

5.11.5 Locations within the Bunn Lake Community that have not paid Lake Rights when the BLPOA was established can choose to regain Lake Rights by paying back dues, assessments and interest associated with the purchased property with a maximum cost as determined by the Board of Directors.

6. Enforcement

The intent of this set of rules is to allow for a standard procedure to deal with violations of the Rules and Regulations Governing All Members that may be brought to the attention of the BLPOA Board.

6.1 General Enforcement Process

6.1.1 Any violation identified by any Member in good standing with the Association, or recognized first-hand by a Board Member, should be brought to the attention of a Board of Directors in writing. All written violations to a Board Member requires the Board Member to report it to the Board as a whole as soon as practical via email, in writing, or in person at the next Board Meeting for action.

6.1.2 The Board acknowledges the violation and does one of the following:

A. takes no action and states a reason for no action to be included in the violation records maintained by the Secretary/Treasurer; or

B. for first time violators, sends a written warning identifying the violation and date and that future violations may incur fines; or

C. for repeat violators, regardless of the nature of the violation, sends a Certified Mail written Notice of Violation with a monetary fine, with payment terms of net 30 days and specifying other punitive actions and/or conditions as may be deemed appropriate by the Board; or

D. for repeat violators, takes punitive action as may be deemed appropriate by the Board.

E. Punitive actions may include, but not be limited to, suspension of membership, revocation of Membership, referral to Law Enforcement authorities, referral to County Inspections authorities, punitive monetary fines, or other actions deemed appropriate by the Board.

6.2 Repeat Violation Fines

6.2.1 For Watercraft Operation Violations (examples include, but are not limited to: too close to shore, operating at greater than no wake speed after sundown, no lights at night, wrong direction, not adequate age to operate):
First Fine - $25. Subsequent fines - $50 each.

6.2.2 For Non-watercraft Violations (examples include, but are not limited to, violations of Common Area usage rules, firearms discharge, activity on dam or spillway):
First Fine - $25. Subsequent fines - $50 each.

6.2.3 Allowing non-members to use your key to access the Common Area. First Fine - $50, Second Fine - $100. Third and all subsequent fines - $500 each.

6.2.4 Allowing or facilitating non-member motorized watercraft access to Bunn Lake. First Fine - $50, Second Fine - $100. Third and all subsequent fines - $500 each.

6.3 Collection of Fines: Fines shall be collected as if by Special Assessment, and shall be enforceable by suspension of membership, revocation of membership, lien(s) on real property, and/or other legal collection means, at the discretion of the Board. Payable within 30 days. Interest accruing thereafter as outlined in the Bylaws.

Signature Page

(to be returned to BLPOA, P.O. Box 501, Zebulon, NC 27597 / BunnLakeNC@gmail.com)

I understand that as a Member of the BLPOA, I am responsible to know and understand the Rules and Regulations governing all Members. Additionally, it is my responsibility to convey the Rules and Regulation of the BLPOA to all whom I allow to access the lake, including but not limited to family, lessees, assignees, agents, and guests. I have received a copy of the Sept. 2019 Rules and Regulations.

Property Owner Name(s): _____

Property Owner Signature(s): _____
(Add any additional names/signatures on back as needed to include all BLPOA Members)

Property Address: _____

Contact Information: _____
(Include Phone numbers and email addresses of all Members)

_____

Dock #: _____ or No lake rights included with Purchase: _____
Key transferred at closing: yes/no Key #: _____ OR $35.00 Check Mailed: yes/no

To assist our Safety Committee, are there any special needs or circumstances that we should be aware of to assist you or your family in the event of an emergency?

_____
To assist our Board in event planning, list the names and ages of children in the home under the age of 18 years old:

_____

I give my permission to include my contact information in a Bunn Lake Directory: **Yes** / **No**

I give my permission to receive email notifications for BLPOA Official Business in place of receiving them by USPS Mail. (ie: special meeting notification, dues invoice, meeting minutes, etc.) **Yes** / **No**

Signature: _____ **Date:** _____