

GOOSE CREEK

LANDING

Rules and Regulations

UNLESS OTHERWISE NOTED, RULES ARE FROM THE 1994 COPY OF THE
RULES AND REGULATIONS OF GOOSE CREEK LANDING

RULES AND REGULATIONS ARE SECONDARY TO REQUIREMENTS SET
FORTH IN THE DEED OF TRUST, THE JOINT TENANCY AGREEMENT, AND
THE BY-LAWS OF GOOSE CREEK LANDING INC.

RULES AND REGULATIONS OF
GOOSE CREEK LANDING

As used herein, "Owner" means any person or persons having purchased an undivided interest in the Space in Goose Creek Landing, and "Park Owner" means Driftwood Development Company, Inc., or its successor. "Managing Agent" means the manager hired by Park Owner to manage and maintain the Park. "Park" means the Goose Creek Landing.

A. GENERAL.

1. Owners must give not less than seven days prior written notice to the Managing Agent prior to delivering or pulling a mobile home to or from the Park. The location of mobile homes on each space shall be at the direction of the Managing Agent. Any damage done by the setup crew, whether to the space of Owner or to common areas shall be the financial responsible of Owner, and Owner shall reimburse the Park Owner any expenses resulting from such damage.

2. Children must be kept under supervision and Owners shall be responsible for the conduct of their children and guests.

3. (15)Loud or excessive noises by radio, T.V. or otherwise created by Owners or guests are not permitted. Fire works are not permitted. The fine for setting off fireworks in Goose Creek Landing is \$100.00 per incident. There is no warning for this violation.

4. The age, condition and minimum size of mobile homes located on lots shall be determined by the Managing Agent.

5. (22)Camping trailers and motor homes are allowed to be parked within the Park for a maximum of 48 hours with permission of the Managing Agent. Camping trailers and motor homes may not be "setup" for occupancy.

6. Owners shall be responsible for water loss due to ruptured pipes from taps to their mobile home.

7. Neither the Managing Agent nor the Park Owner will

be responsible to the Owners or their guests, in case of loss or damage due to break-ins, nor will any of such parties be responsible for any personal injury or property loss to any Owner, their family, lessees, guests, agents, employees or invitees for any reason.

8. No mobile home can be moved from the premises until all bills of the Owner are paid, including but not limited to, all utility bills, rental and repairs or other charges assessed in accordance with the Owner's lease or these rules, and the Park Owner shall have a possessory lien on said mobile home until all such bills have been paid."

9. (1)(22)Clotheslines, utility and storage structures will be permitted only with the prior consent of the Managing Agent, and they may be placed only where the Managing Agent directs. Storage structures require prior approval by the Managing Agent as to appearance, building materials and location. Storage buildings may utilize vinyl building materials. The only acceptable clotheslines are the folding umbrella type or the retractable reel type.

10. Homeowners shall be responsible for the activities and any damages caused by their lessees, invitees and guests.

11. All trash and refuse will be placed in the proper refuse container, and shall not be allowed to stand upon the premises. No external burning of trash or refuse shall be allowed.

12. Owners are strongly encouraged to report to the Managing Agent any violations of these rules and regulations, and to cooperate fully with the Managing Agent and all of the owners in maintaining a desirable place for all Owners to live.

13. The Owner of any space may be required to prepare or replace any mobile home that is in a state of disrepair, or is not maintained in a good, attractive and safe condition.

14. All landscaping plans must be approved by Managing Agent. All areas, once landscaped, must be maintained in a good and sightly condition.

15. Soliciting is prohibited.

16. (9)(10) Each homeowner will be issued two gate cards. Additional cards can be purchased for \$20.00 each up to a maximum of six gate cards per lot. Replacement cards will also cost \$20.00 each. If a gate card is lost or stolen the managing agent should be notified so that the lost or stolen card can be removed from the gate system.

17. (21) Owners of waterfront lots are prohibited from constructing piers or walkways on the waterfront.

18. (23) The Managing Agent is an employee of the Goose Creek Landing Homeowner's Association.

B. CARE OF MOBILE HOME.

1. Each Space must be kept neat and clean and clean at all times, and each Owner is responsible for grounds in front, to the side and in rear of such owner's space. This requirement includes the requirement to regularly cut grass and prune shrubbery to maintain the yard in a sightly condition. The Managing Agent may, if Owner fails to cut grass or otherwise maintain his space appropriately, cause such work to be done by a third party, and charge the cost thereof, plus a ten (10%) percent management fee, to Owner.

2. Fences will be taken down, altered or replaced. by the Managing Agent only. No Owner shall be permitted to erect any type of fence, or similar structure or barrier, including shrubbery planted for such purpose. Landscaping may not be placed within two feet of the designated space line and must be maintained at 10 foot intervals.

2A.(8) Homeowners whose lot borders an adjacent property may erect, at the Homeowners expense, a barrier along the Goose Creek Landing property line on their lot. The fence must be constructed in the following manner, 4 x 4 treated posts, painted white, set six feet apart with a 1/2" diameter yellow rope run through a hole in each post to form a barrier. The posts should extend three feet above ground. A fence constructed under this rule should appear very similar to the barriers that exist around the swimming pool and boat ramp common area. Homeowners should connect a barrier that they construct to the barrier on an adjacent lot if a barrier has been erected on that lot.

3. Water lines: All water lines from the tap on to the mobile home must be of copper or glue-type PVC and must be insulated and buried at least six inches in the ground. Leaks must be repaired by the Owner promptly. Electrical lines: All electrical lines from the meter to the mobile home must be buried at least twenty-four (24") inches in the ground, and must meet all electrical code requirements. Because of underground lines within the Park, no building, digging or fencing is permitted without the prior approval of the Managing Agent.

4. No structure will be erected or attached to any mobile home except with written consent of the Managing Agent. Structure shall include, but is not limited to, decks, porches, additions, and patios.

5. All mobile homes are on a septic tank system and

nothing other than normal sewage shall be put in drains. Cooking grease, diapers, and other similar waste products will not be placed in drains or commodes. Owners and guests will be responsible for repairs made necessary by said violations.

6. All Owners must underpin their mobile homes in a neat and attractive manner, and must comply with all Carteret County rules and regulations pertaining to tying down and securing mobile homes. All underpinning shall be completed within sixty (60) days of delivery of the home to its space. Access to storage, plumbing, etc. is required.

7.(2) Single wide homes on double wide lots can be replaced with single wide homes of the same size. All Goose Creek Landing property owners who own more than one lot can place a double wide trailer on two lots if the lots are contiguous. All costs associated with this are the responsibility of the homeowner placing the home on the lots. The Managing Agent will direct and locate the placement and setup of the mobile home on the lots. All rules and regulations, The By-Laws, and the Joint Tenancy Agreement apply. Double wide homes located on single wide lots may be replaced with the same size or smaller homes.

8.(6) Building additions to existing homes in GCL are limited to a maximum size of 300 square feet with an allowable variance of ten percent.

9. (22) Homeowners have one year from placement of mobile home in Goose Creek Landing to construct decks of a minimum size of 30 square feet at all entrances to the mobile home.

C. AUTOMOBILES AND BOATS.

1. A maximum speed limit of 15 mph will be enforced.

2. No overhauling of or significant repairs to cars will be permitted within the Park.

3. All automobiles on the property must be owned or leased by the Owner or any guest of the Owner, and neither the Park Owner nor the Managing Agent assumes any responsibility for any automobile or boats in the Park.

4. No parking will be allowed on any street or along

the seawall. All parking shall be on the space or on designated common parking areas.

5. No large trucks (except repair vehicles not remaining overnight) shall be allowed within the Park.

6. No overhauling or significant repairs to boats or any other vessels will be permitted within the Park.

7. (13)(14) Only electric golf carts are allowed on Goose Creek Landing property. Gasoline or Diesel powered ATVs are not allowed on Goose Creek Landing property. Any gasoline powered vehicle operated on Goose Creek Landing property must be licensed and insured for highway use.

8. (2)(14) All golf carts belonging to GCL homeowners must display the owner's lot number in three inch letters. Anyone operating a golf cart on the property of Goose Creek Landing must have a valid, state issued drivers license. This includes all areas of Goose Creek Landing, including the lot of the golf cart owner. If a golf cart is operated after dark it must be equipped with headlights and either tail lights or reflectors. Infants may be held by the golf cart driver but any child who can affect the operation of the cart may not be held or sit in the drivers seat.

9. (5)(7) All golf carts belonging to GCL homeowners must display the "GCL" sticker. The stickers should be displayed on the left rear of the golf cart. (these stickers are available from the Managing Agent)

10. (16) Golf carts are required to stop at stop signs.

11. (13) If the guest of a Homeowner uses the boat ramp to launch a boat not belonging to the Homeowner, the homeowner must accompany that guest while the boat is being launched or retrieved.

D. FACILITIES.

1. Managing Agent shall provide one garbage container for each space. To the extent any Owner wishes an additional garbage container, such must be provided by Owner at its own expense, and must be substantially identical to that provided by Managing Agent. All garbage must be bagged before placed into garbage containers. No trash shall be disposed of other than in the allowed

garbage containers.

2. Owners are responsible for maintaining cleanliness of garbage receptacles such that flies or other insects will not be attracted or unpleasant odors emitted.

3. Neither the Park Owner nor the Managing Agent or any Owner shall be responsible for any mishaps, injuries, or other loss caused by swimming or any other water related or recreational activity on or adjacent to the Park or any portion thereof, and water and recreational activities are at the risk of the Owner or his guest.

4. Personal property shall not be left in the street or on any other common area.

5. Go-carts or minibikes are not allowed on the premises. Skate boards and the equivalent are to be used only at such times and places as are designated by the Managing Agent.

6. (11) (20) The marina area and boat ramp are available to Owners. However, their uses, as well as use of all other common facilities, are subject to rules and regulations adopted by the Managing Agent. Boat trailers shall only be parked in areas designated for such purpose on common areas, and may only be left in such spaces for 24 hours. The dock constructed adjacent to the boat ramp shall be subject to rules and regulations adopted by the Association, which rules shall include a utilization for boat tie-up on a temporary basis only, and shall prohibit boat tie-up along the "tee" at the end of the dock, which area shall be reserved for recreational and fishing use. All boats docked or tied to the pier must display the "Goose Creek Landing" sticker.

7. Throwing any garbage or discharging any sewage into the sound is absolutely prohibited.

8. Each Owner is responsible for all telephone, electrical and cable television service to such Owner's mobile home, including the cost of installation of electrical meters and the cost for connection and disconnection of telephone, electrical and cable service.

9. Each Owner is responsible for installing and maintaining, in good condition, the sewer line that runs from such Owner's mobile home to the septic tank servicing

such Owner's space. In the event of damage to such line, the Owner must promptly cause the same to be replaced.

10. Owner shall install no improvements that interfere or potentially interfere with maintenance of any of the Park. To the extent that any such improvements are so constructed, Park Owner shall be entitled to remove such improvements at Owner's expense if removal is necessary to cause repairs to be made to any facilities of the Park, and Owner shall be prohibited, without permission of Park owner, from replacing such facilities after completion of repairs.

11. (20) Television antennas extending outside of the interior of a mobile home are not permitted. Other receiving antennas, outside the interior of mobile homes, are not permitted, except that, with the approval of the Association, 18" diameter Satellite TV Dish type antennas are allowed. Pole or rod type VHF antennas are allowed, with the following restrictions:

A. Such antenna is mounted to the mobile home

B. Such antenna does not extend more than 10 ft. above the normal roof level of the mobile home and

C. There are no arms or extensions from the pole or rod type antenna.

12. (3) Bicycles and Skate Boards are prohibited on the Pier

13. (11) (12) Homeowners may reserve the picnic shelter for their use by contacting the Managing Agent. A deposit of \$25.00 is required to be paid to the Managing Agent to secure the reservation and insure that the picnic shelter area will be cleaned properly after use. The deposit will not be returned if the homeowner does not use the picnic shelter during the reserved time. The deposit will be returned to the Homeowner if the picnic shelter area is left in a clean and neat condition. Homeowners who are using the picnic shelter at times that the swimming pool is not open may use the bathroom facilities of the swimming pool if the homeowner using the picnic shelter pays for a security guard to prevent anyone from entering the swimming pool area except to use the bathroom facilities. The

Managing Agent will hire the security guard and the cost of the security guard must be paid to the managing agent prior to using the facilities under this rule. The security guard is required because of the liability of the liability issues of government regulations relating to using the pool at night.

E. Animals.

1. Pets of a house type are permitted in the Park upon the express condition that all such pets comply with all health rules and regulations established by law and that they are kept in the owner's mobile home and supervised at all times when out of the owner's mobile home.

2. Noisy and unruly pets or those that create or cause complaints must be removed within forty-eight (48) hours of receipt of written request from the Managing Agent.

3. Owners are responsible for injury or property damage caused by their guests or pets.

4. Any pet not attended by an owner or guest of an owner and found on any other space may be removed or caused to be removed by the Managing Agent or its agent, and taken to the Carteret County Animal Shelter, and neither the Managing Agent nor the Park Owner shall have any liability for such action.

F. SALES AND RENTALS

1. No rentals are allowed.

2. One "FOR SALE" sign shall be allowed in the interior of a mobile home that is visible through a window in such mobile home.

3. One "FORSALE" sign (18" x 24" maximum size) shall be allowed on an empty space.

G. ENFORCEMENT

1. The Rules and Regulations are binding on all owners and their guests and invitees. The Managing Agent, acting by and on behalf of the Association, is expressly permitted to pursue any legal or equitable remedy against the offending party, and to collect all costs, including attorney's fees, incurred in any such

action.

2. (4) (14) Monetary fines will be levied for violations of the Rules governing Goose Creek Landing. For the first offense the Managing Agent will give the offender a written warning. It is not necessary for the person reporting the offense to the managing agent to be named in the written warning. For each offense after that the fine will be \$100.00. If the fine is not paid within ten days an additional fine of \$150.00 per day will be charged until the fine and the penalty fees are paid. A Homeowner has the right to appeal the fine before the Board of Directors. Written notice of the appeal must be presented to the Managing Agent within ten days of receiving notice of the fine. Homeowners are responsible for the conduct of their guests. Any fine levied against the guest of a Homeowner is the responsibility of the host Homeowner.

H: BOARD OF DIRECTORS:

1. (17)(18)(19)(20) The Board of Directors will consist of seven Homeowners. Members of the Board of Directors will be elected at the Annual Homeowners Meeting that is held on the first Saturday of June each year unless an alternative date for the annual meeting is selected by the Board of Directors. Board members will serve a two year term. Four members will be elected one year and three members will be elected the next year. It is customary that the President of the Board of Directors only votes to break a tie vote by the other six members of the Board of Directors.
2. (7) The names of Homeowners who appear before the Board of Directors or are discussed by the Board of Directors will be named in the Minutes of the Board of Director meetings.
3. (12)(8)The scheduled Board of Directors meetings are on the first Sunday in March at 1:00pm, the first Sunday in October at 1:00pm, and the first Saturday in June at 9:00am. The June meeting will be considered to be the Annual Homeowners meeting. The March meeting will precede the annual Budget meeting. Homeowners are welcome at all meetings of the Board of Directors. Homeowners may attend but not participate in the Budget meeting.
4. (21) Absentee ballots in the election of the Board of Directors must have a lot number and the signature of the lot owner to be counted. Sealed absentee ballots will not be opened until the Annual Homeowners Meeting has been called to order.

Footnotes:

- 1: Homeowners meeting on July 30, 1994
- 2: Board of Directors meeting on July 30, 1994
- 3: Board of Directors meeting on June 24, 1995
- 4: Board of Directors meeting on June 11, 2005

5. Board of Directors meeting on July 11, 2004
6. Board of Directors meeting on Oct.3, 2004
7. Board of Directors meeting on Feb.6, 2005
8. Board of Directors meeting on Feb.5, 2006
9. Board of Directors meeting on Oct.1, 2006
10. Board of Directors meeting on March 18, 2007
11. Board of Directors meeting on July 27, 2008
12. Board of Directors meeting on Oct. 5, 2008
13. Board of Directors meeting on June 2, 2001
14. Board of Directors meeting on July 1, 2001
15. Board of Directors meeting on Oct. 7, 2001
16. Board of Directors meeting on Oct. 6, 2002
17. Addendum to By-Laws on June 21, 1996
18. Section Three of the By-Laws
19. Homeowners Meeting on June 3, 2000
20. Homeowners Meeting on Aug. 24, 1996
21. Board of Directors Meeting on April 26, 1997
22. Board of Directors Meeting on June 1, 1997
23. Board of Directors Meeting on Oct. 5, 1999