

# **Goose Creek Landing Inc.**



## **Rules and Regulations**

**March 2024**

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## DEFINITIONS

(As used herein)

### Homeowner

"Homeowner" means any person or persons having purchased an undivided interest in the space in Goose Creek Landing.

### Managing Agent

"Managing Agent" means the manager of Goose Creek Landing. The Managing Agent is responsible for managing the daily operations of the community and serves at the pleasure of the board of directors as elected by the Homeowners. (Also see enclosed duties and responsibilities of Managing Agent)

### Community

"Community" means all property that is encompassed and under the management of Goose Creek Landing Inc.

## RULES AND REGULATIONS

The Managing Agent will keep up to date information and news and post it on the two bulletin boards in the community. One bulletin board is located at the entrance of the community and the other bulletin board is located at the waterfront. Community information may also be obtained on the community web site at [goosecreeklanding.com](http://goosecreeklanding.com). Copies of the Rules, Regulations, and By-Laws can be obtained by contacting the managing agent at no charge to the homeowner.

### Annual Homeowners Meeting

Meetings are held each year on the first Saturday in June at 9:00 am at the Picnic Shelter at the Waterfront.

We would like to encourage every homeowner to attend the Annual Homeowners Meeting. At this meeting, we address the community's financial business, elect the board members, and discuss and vote on many issues that may affect you. By not voting absentee and attending the meeting you can cast your vote for the board of directors after meeting the candidates and hearing a **short** speech by the candidate at the meeting. At this meeting, any individual homeowner may make a motion on the floor to change the rules, regulations and/or other policies. If the motion is properly seconded, **the** homeowners in attendance will vote **on** the motion. A majority vote will change the rules, regulations and policies. The Joint Tenancy Agreement nor By-laws cannot be changed in this manner.

## **Board of Directors Meetings**

There are two pre-called board of directors' meetings scheduled for each year. The first meeting is held in February and the second meeting is in October. The Board will determine the location of the meeting 30 days prior to the meeting.

It is not necessary for all homeowners to attend the Board of Directors meetings. If there are issues being addressed and you wish to add your opinion or if you have an issue you wish to bring before the Board, this is your forum. During the year, the Boards intent is to decide on major issues at these meeting as to allow every homeowner who wishes to participate in the opportunity, with the exception of legal issues that the board is not allowed to discuss. Your participation is desperately needed to continue implementing positive change and improvements to our community.

Please know that the following rules and regulations exist to protect everyone's safety, enjoyment, and property values and to minimize your litigation and liability risk.

## **Goose Creek Landing Information:**

### **Mailing Address:**

Goose Creek Landing  
252 Goose Creek Landing  
Newport NC 28570

### **Phone #:**

252-364-9143

### **Email:**

[gclmanager1@gmail.com](mailto:gclmanager1@gmail.com)

### **Managing Agent:**

Tracy McKee

## **Gate Cards**

The association through the managing agent will provide two gate cards to each new homeowner. The association will replace non-working gate cards at no charge. Additional cards, damaged or cracked cards will cost \$20.00 each. No more than six cards will be issued per lot. The managing agent does not give vendors working at your lot, gate codes or cards that is the homeowners responsibility.

## **Gate Phone Entrance**

Upon your request to the Managing Agent your name and lot number can be programmed into the automated phone directory at the front gate. You will be given a four-digit code. Your guest can enter this code in the keypad at the gate and it will call you on your home or cell phone. You will be able to activate the gate and let your guests in by pushing #9 on your phone's keypad.( please hold a few seconds)

## **Rules Regulations / Phone Directory / Financial Statements**

All new homeowners should receive a copy of the Rules and Regulations, By-Laws and Joint Tenancy Agreement from their attorney at closing. If a Homeowner needs additional copies of the Rules and Regulations, By-Laws, Joint Tenancy Agreement or telephone directory the Managing Agent will provide these at no charge. Financial statements or other financial information may be obtained from the Managing Agent upon request.

### **Mail Boxes**

1. Upon request, each lot is provided one mailbox at the entrance. A homeowner may receive up to 2 keys for \$10.00, which is refundable if returned upon move or sale. Replacement keys are \$5.00 each.
2. Outgoing mail should be placed in the provided drop box at the entrance.
3. House numbers must be displayed on the outside of trailer or porch, visible from the road for 911 purposes.

### **Electrical Service**

Carteret Craven Electric provides electrical Service for the community.  
PO Box 1499 Morehead City N.C. 28557 Ph: 252-247-3107

### **Cable Service**

Time Warner/Spectrum Cable provides cable service for the community.  
500 Time Warner Dr Newport N.C. 28570 Ph: 252-289-9918

### **HOA Dues**

HOA invoices go out the first of December and June, they are due within 30 days.  
There will be a late fee charged for all late dues.

### **Phone Directory**

See Managing Agent for updated Homeowner's Directory

# CONSTRUCTION

## Delivering & Removing Homes

a) Homeowners must give no less than seven (7) days written notice to the Managing Agent prior to delivering or removing a manufactured or mobile home, or other structures within the community. The Managing Agent and Construction Committee shall approve the location and placement of a new home. The placement of new homes shall be in line with the front of existing homes and meet all required setbacks. Prior to removing any existing manufactured or mobile home from its assigned lot, the homeowner should first contact the Carteret County Inspections Department and Health Department and verify that the new manufactured or mobile home can be placed back on the lot and be in compliance with current codes. Once a pre existing mobile home is removed, any new home placed on the lot must comply with current codes. If it is determined by the Inspections Division of the County that there would be no way to place the new mobile home on the lot and be in compliance, the lot could be condemned. However, if you have not removed the preexisting home, you could completely remodel or rebuild the existing home on the lot. The main concern would be with the septic tank. Current standards would require the septic tank to be 5' from the foundation of the home. There may be lots that could not be brought into compliance based on these standards. Based on the Associations Joint Tenancy Agreement, Section #8, if a lot should become unusable due to regulatory determination or acts of God, this would be the Homeowners loss and the association would have no liability.

b) No mobile home can be moved from the premises until all bills of the Homeowner are paid, including but not limited to all utility bills, rental and repairs or other charges assessed in accordance with these rules. The Homeowners Association shall have a lien on said mobile home until all such bills have been paid.

## Size & Year of New or Replacement Homes

Minimum sizes:

a) Single wide: 14' x 60' (840 sq ft.)

b) Double wide 24'x 40' (940 sq ft.)

c) Replacement homes four (4) years or older will not be permitted unless approved by the Board of Directors. Used homes less than four years old must be approved by the Managing Agent prior to the home entering the community. Construction shall be subject to the approval and authority of the Carteret County Department of Inspections and Environmental Health Department.



## **Exterior Construction**

Prior to any exterior construction, renovation, additions, storage building, or land alteration projects, the Homeowner shall first provide to the Managing Agent drawings and specifications in sufficient detail to describe the improvement (including construction, concrete, details and site drawing) showing that the proper setbacks have been met. The Construction Committee and the Managing Agent must approve these drawings before any alteration can begin. The owner will have 60 days to begin construction upon approval of drawings. If construction has not begun in 60 days, the plans must be re-submitted for approval.

## **Setback Requirements**

Minimum 5' from side property lines and 5' from rear property lines on detached storage buildings. Mobile homes and structural attachments decks, porches, room additions, etc. should be minimum 50' from center of road, 10' on sides and 15' from rear property lines. Home from the road front, must line up with existing home if at the 50' setback. If the home does not line up, the exact location will need to be approved by the construction committee and managing agent, on a corner lot the set back from the length side of the home, facing a side street, must be a min of 20' from the center of the side street, including any attachments to that side of the home. Prior to any exterior construction, all property markers must be located to prove setbacks are met. If markers can't be found, it is the responsibility of the homeowner to have the lot surveyed by a professional surveyor.

Use of a container or portable unit is allowed with approval during interior or exterior construction or remodeling. The unit may be on site for a period of 90 days. If it is needed beyond 90 days, the Board of Directors may authorize an extension at the request of the homeowner. If an extension is not authorized and the unit remains on the property beyond 90 days, the homeowner is subject to an assessment of a fine in the amount of \$10 per day accruing until the unit is moved.

## **Improvements**

Any exterior structural improvement or change to the home, exterior structures and including concrete, must be approved by the managing agent. Owner shall install no improvements that in any way interfere or potentially interfere with maintenance of any of the common areas or easements. To the extent that any such improvements are so constructed, the Managing Agent, at the instruction of the Board of Directors., shall be entitled to remove such improvements at the Owner's expense. Absolutely no structures, concrete, parking of any type watercraft or vehicles will be allowed in Utility Easements.

## **Concrete**

Any concrete to be poured on a lot must be approved by the GCL manager and construction committee. The maximum amount of concrete on any lot is not to exceed 1350 square feet, total. The concrete can not exceed 32 feet going across the property front. This rule will not affect the concrete which a property owner already has.

## **Decks/Awnings/Additions**

If the Homeowner attaches any structure (decks, awnings, additions, etc.) structurally to their home, the Homeowner will be required to provide an engineer's detailed drawing to the Department of Inspections. The engineer's detailed drawing shows that the home, as constructed, will carry the added loads. However, if such attachments are self-supporting and are only flashed to the home, no detail will be required. It will be the requirement and responsibility of the homeowner to provide a survey or fine markers of their property before any such structure is to be constructed.

## **Underground Utility Lines**

Underground public utility lines are buried within our community. No digging is permitted without first contacting One Call NC811 by dialing 811 or 1-800-632-4949. One Call NC811 will locate and mark such lines at no cost. Be advised, 811 requires 4 business days for locates to be done and they are valid for 15 business days. If the Homeowner damages any public utility line and have not contacted One Call NC811, the Homeowner will be liable for the repairs. Absolutely no structures, concrete, any watercraft, or automobiles can be on Utility Easements.

## **Gas Tanks**

Homeowners will not be allowed to place any type of gas or diesel tank on their property or on a trailer on their property. ( This does not pertain to propane tanks.)

## **PERMITS (are required and can be obtained from)**

### **Carteret County Inspections**

Carteret County Departments of Inspections

County Dept. of Inspections  
Courthouse Square  
Beaufort, NC 28516  
Main Office Ph. (252) 728-8497  
Cape Carteret Office Ph. (252) 393-3204

Carteret County Environmental Health  
3820 Bridges St  
Morehead NC 28557  
Ph. (252) 728-8499

## **Appearance & Workmanship**

All mobile homes, and permanent structures erected or placed on any lot shall be constructed of quality materials and aesthetically pleasing. All construction shall be performed in a good workmanlike manner to industry accepted standards. Any permanent structures shall be of the same color appearance. Siding color must match mobile home such as color coordinating with existing mobile home either with same primary or the trim color. Also same quality, and workmanship as the dwelling on the lot except for roof tops which can have metal or shingles.

## **Homeowners Liability for Contractors & Subcontractors**

Homeowners will be liable and responsible for their contractors and subcontractors when in our community. Any damages caused or done by your contractor, whether to the space of the homeowner or other homeowners' property, roads, or to other common areas shall be the responsibility of the homeowner which secured the services of the contractor. Homeowner shall reimburse the Association for any expenses resulting from such damage including any and all legal fees. It is customary for reputable contractors to carry a General Liability insurance policy to protect you from such losses. It is recommended that Homeowners require their contractors to provide them with a certificate of insurance prior to beginning work. Most minimum policies normally start out around \$500,000.00 in coverage. This will protect you if your contractor refuses to repair damages he has caused.

## **Accessory Structures/ Storage Buildings**

There shall be no more than one (1) accessory structure/storage building permitted to each lot. The maximum size is 360 square feet. (Including any lean to's.)

Other requirements:

- (a) Must be attached to concrete or tied down to prevent uplift.
- (b) 20-year shingles or hi-rib steel: minimum 3 on 12-roof pitch or High-Rib Steel.
- (c) Finished floor minimum 12" above grade if floor is wood, 6" if pressure treated
- (d) Floor joist and decking shall be pressure treated rated ground contact
- (e) Siding color must match mobile home such as color coordinating with existing mobile home either with same primary color or the trim color.
- (f) Shall be setback minimum 5'-0" from rear property line and minimum 5' from side property line.
- (g) The ridge of the exterior structure can't exceed height of mobile home.

If the storage building is attached or flashed to the dwelling, the setbacks will be 10' from the sides and 15' from the rear. Accessory structures can have (1) 6' wide roll up door for golf carts and lawn mowers. The maximum shelter area is 250 sq. ft. total under roof, including any overhangs. Accessory structures or a lean-to cannot be used to park boats under or become a parking garage. No Boats, Automobiles, or any part thereof shall be permitted to be parked under a shelter/ Lean-to.

## **UTILITIES**

### **Water**

**Water** is provided to the community through one common meter and distributed to a cut off on each individual lot. The Homeowners Association maintains water lines from the meter to the cut off valve at the lot. The homeowner maintains the water line from the cut off valve to the dwelling. The cost of water is included as part of our annual homeowner's dues. We all pay equally for the total water consumption in our community. Water should be used conservatively and wisely.

### **Utility Easement**

Goose Creek HOA has a 10' Utility Easement/Common Area that runs behind the homes and this easement extends in 5' toward your home from the property line. Nothing is allowed to be erected or parked on this easement including, but not limited to concrete slabs, buildings, watercrafts, golf carts, or any other type of vehicles. This easement shall not be used by golf carts or other vehicles to navigate thru the community. Violators encroaching upon this easement will be required, at their own expense, to move any type of structures that is found to be in violation.

### **Sprinklers**

Sprinklers should only be used when needed, should be properly monitored and not left unattended without an automatic shut off device. Sprinklers can only be used on Monday, Wednesday and Saturday before 11 am and after 4 pm. Sprinklers should not be used during the heat of the day. For new grass installation see managing agent.

### **Vacancy Utility Shut Off**

It is recommended that homeowners turn their water off at the provided exterior cut off valve when their property will be left vacant for more than three days. If a homeowner has not turned their water off and suffers a ruptured water line and it is discovered by the Managing Agent. The estimated additional water consumption for that month will be assessed to the homeowner and a fine given, which is managers discretion. Homeowners should report any violations or ruptured lines found to the Managing Agent immediately.

## **Septic System**

Each homeowner will be responsible for maintaining, repairing or replacing the septic system on the Homeowners designated lot. Septic tanks shall be a minimum of 5' from the foundation of the home and must meet the Health Department requirements.

Note: In **the** past, the Health Department has considered the foundation of the mobile home to be the load bearing piers under **the** I-beams and not **the** perimeter of the mobile home or the skirting. Using this interpretation, this would allow you in most cases to place the tank a couple of feet closer to the mobile home. However, this should be approved by the Health Department prior to installation of a new tank or home.

## **Electrical / Cable / Phone**

1. Each homeowner is responsible for all telephone, electrical and cable television service to their home dwelling including the cost of installation of electric meters, electric panels and the cost connection or disconnection of the same.
2. Each homeowner is responsible for maintaining their interior and exterior electrical panels. The exterior panel shall be sanded and repainted as needed and the lot number affixed to the front cover.
3. If a homeowners' main exterior electrical panel is found to be unsafe, the Managing Agent will send a written notice to the homeowner. Necessary repairs should be made within 90 days. If after 90 days, the panel has not been repaired or replaced, the Managing Agent with the Board of Directors approval, shall have the panel repaired and/or replaced. The cost for the repair or replacement will be assessed against the homeowner.

## **TV Antennas**

A satellite dish or any other TV antenna equipment is not to exceed 18" and shall be installed in a manner that is not unsightly or offensive to the community. The antenna cannot exceed more than one foot higher than the peak roof line of the mobile home.

## **Clotheslines**

Clotheslines shall be the umbrella portable type only. They must be removable at ground level and set back to the property lines 5'-0" to the back, sides and rear of property.

# **LANDSCAPING**

## **Plans/Approval**

The Managing Agent and Construction Committee must approve all landscaping and landscaping plans prior to beginning work. No homeowner shall be permitted to erect any type of fencing, similar structure, or barrier including shrubbery planted for such purpose.

## **Shrubbery**

Shrubbery or trees should not be placed at corners of intersections so as to block the view of traffic. Any shrubbery, even if planted within the required setbacks, that grows to block the view of traffic, shall be cut back at the owner's expense to maintain a safe environment. Shrubbery or trees should not be planted between the open sides of lots that would restrict a neighbor from boat or Jet Ski parking.

## **Maintenance**

All areas, once landscaped, shall be maintained in a good and pleasing manner. Grass shrubs and trees shall be kept neatly cut and trimmed. If owner fails to cut grass or otherwise maintain his space appropriately, the Managing Agent may retain the services of a third party to bring the property into compliance. The homeowner will be held responsible for the cost of the services plus a **10%** management fee.

## **Care of Manufactured Mobile Homes and other Structures**

### **Appearance**

Each space must always be kept neat and clean. Each homeowner is responsible for keeping his/her home and other structures maintained in a neat and aesthetically pleasing manner.

### **Underpinning**

All homes must be underpinned. Underpinning shall be completed within 60 days of delivery of the home. Vinyl underpinning is not recommended due to the high wind zone and past experience. However, if vinyl is used, it must be screwed with four screws per panel and backed with pressure treated framing material for support. Homeowner shall provide a minimum **of** one crawl space opening near water shut off valve for home.

### **Security of Home/Accessory Structures**

Every home and accessory structure shall be properly tied down to resist lateral and uplift forces during high wind periods.

## Decking

Permanent decking of not less than 30 square feet must be installed at each door of mobile home, unless special permission is given by the managing agent.

## Repair/Replacement of Dwelling

The owner of any space may be required to repair or replace any dwelling or accessory structure that is in a state of disrepair or **is** not maintained in a good, attractive, clean, and safe condition.

## FACILITIES

### Swimming Pool

#### Availability

Hours are from 9:00 am to 8:00 pm

#### Pool Rules

- a) No glass of any kind is allowed in pool or inside the fenced-in area of pool.
- b) No diving in the pool is permitted because of its five-foot depth.
- c) No running, boisterous or rough play is permitted around or **in** the pool.
- d) Children under 12 years of age shall not use the pool without adult supervision.
- e) It is recommended adults not swim alone.
- f) No person under the influence of drugs or alcohol should use the pool.
- g) No persons with eye, ear, or nasal infections are allowed in pool.
- h) No person with communicable disease allowed in pool.
- i) No animals or pets allowed in pool or fenced in area of pool.
- j) Pool is for the private use of members and their guests only.
- k) All persons using the pool do so **at** their own risk. Homeowners and management are not responsible for accidents **or** injuries.
- l) Management reserves the right to deny the use of **the** pool to anyone at any time.
- m) Absolutely no smoking, drinking, or eating **in** the pool or within 2 feet of the pool water.
- n) We ask that you refrain from vulgar language or profanity in the pool area. We also ask that when playing music be considerate of others using the same space.

Goose Creek identification armbands are required to be worn or displayed inside the pool area or upon management request to see them. The HOA will provide up to four bands per household and two guest bands at no charge. Worn out or broken bands can be replaced at no cost, if the broken bands or worn out band is turned in. Additional or lost bands will cost \$5.00 each. If additional guest bands are needed, **they** can be obtained thru the managing agent. If not returned within 5 days, the homeowner will be charged \$20.00 per band.

Neither the Homeowners Association, the Board of Directors, nor the Managing Agent or any homeowner 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 community or any portion thereof. All water and recreational activities are at the risk of the homeowner or their guest.

## **Community Shelter**

### **Hosted Events**

When a homeowner is using a Goose Creek amenity **or** common areas (the pool, picnic shelter, playground, or boat ramp) for a party, wedding or special event in which many non-residents will be in the park, the homeowner hosting the event will be required to sign a release document to hold harmless Goose Creek Landing HOA, managing agent, and the Board of Directors from any liability for their guest.

### **Picnic Shelter**

The Picnic Shelter is available on a first come, first serve basis for special events and large gatherings by contacting the Managing Agent except during the annual Terry Andrews Enhancement Banquet Labor Day Weekend to include Friday -- Monday of said weekend. The shelter can **be** reserved for \$50.00 to be refunded after the area is properly cleaned and left in the manner in which it was found. The homeowner who reserves the shelter will **be** responsible for any and all damages to the facility or its fixtures, if the Board determines it was caused by negligence. Trash cans and a water hose are provided at the Shelter. The user shall haul off any excess trash that cannot be put in the trash cans. Lights and water must be turned off after use. Please make sure no cigarette buds are left on ground.

### **Camping**

No tents, camping/travel trailers or motor homes are allowed to be parked within the community except with the permission of the Managing Agent. Such parking will be restricted to no more than **48** hours.

## **MARINA AREA/BOAT LANDING**

### **Availability**

Marina area and boat ramps are available to homeowners and their invited guest. Boat trailers shall only be parked in areas designated for such purpose on common areas and may only be left in such space temporarily (24 hours maximum).



## **Decal**

Homeowners will be provided decals that are to be displayed on every boat, Jet Ski, boat trailer and/or any other water vessel using the ramp. These decals are not for distribution to others. A homeowner may obtain 1 guest pass a month from the managing agent for a temporary period of time to allow their guest to use the marina area and boat ramps. Any additional guest pass for the month is \$50.00 per pass. This pass must be displayed in the vehicle dash of the guest. Guests that are not staying overnight may only launch a vessel if a homeowner is going to be on the vessel with the guest or if the Homeowner will be with the guest on another vessel.

## **PIER / DOCK**

### **Availability**

Boat slips that are available on the pier are to be used for temporary docking only. In no case shall a boat remain tied up without use for more than 36 hours without the consent of the Managing Agent.

### **Conduct Around Pier**

There is to be absolutely no jumping or diving from pier or the loading and unloading dock area. The water around this is extremely shallow and diving from this area would be extremely dangerous. Riding bikes or skateboards on the pier is prohibited. All running and horseplay on pier is prohibited.

## **WASTE MANAGEMENT**

### **Garbage Containers**

The Managing Agent shall provide one (1) garbage container for each space. All garbage must be bagged before being placed into garbage containers. No trash shall be disposed of other than that allowed in the garbage containers. No outside burning of trash or other debris shall be allowed. Homeowners are responsible for maintaining cleanliness of garbage receptacles such that flies or other insects will not be attracted or unpleasant odors emitted.

### **Garbage & Sewage in Sound**

Disposing of any debris/garbage or discharging any sewage into the sound is absolutely prohibited, including cigarettes and cigars. Please do not throw cigarette buds down on the ground.

# **VEHICLES/BOATS / JET SKIES AND GOLF CARTS**

## **Speed Limit**

A maximum speed limit of 15 mph is posted throughout the community. The speed limit will be enforced. All vehicles including golf carts shall obey traffic signs.

## **Parking**

No parking will be allowed on any street. Vehicles should not enter the roped off area in front of the sea wall or behind the stone wall at the waterfront without authorization from the managing agent. Authorized vehicles should not park within 4 feet of the sea wall.

## **Personal Property**

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

## **Vehicles/Trailers/Watercraft Allowed on The Premises**

Neither Go-karts, ATV's, mopeds, motorized or electric scooters, utility vehicles, nor minibikes are not allowed on the premises. Motorcycles are permitted but are only to be used for transportation to enter and leave the community. They are not allowed to be used for cruising in the park. Vehicles, watercrafts, and trailers that are not currently registered nor in running condition are not allowed on property.

## **Electric Golf Carts**

Electric Golf Carts may be used for auxiliary transportation. Gas powered golf carts are strictly prohibited. Persons under the age of 16 shall not be allowed to operate a Golf Cart in the community. Non-licensed individuals under the age of 20 are prohibited from driving golf carts on the premises at any time unless they have a learner's permit and are accompanied by a parent or guardian. All golf carts must be insured. Homeowners must provide proof of insurance for each golf cart to the managing agent in January of each year for the upcoming year at which time the managing agent will provide a sticker to be displayed visibly on the front of the golf cart. The homeowner will be responsible for any damages caused to the community. Golf carts operating after dark must have both front and rear lights that are operable.

## **Neighboring Property**

Homeowners are not allowed to cross a neighbor's yard with golf carts, boat trailers, vehicles, etc. without prior consent of homeowner.

# **ANIMALS**

## **Types of Pets Allowed**

Pets of a house type are permitted in the Community upon the express condition that all such pets comply with all health rules and regulations established by law. Pets are to be kept inside the residence. They are not to be penned outside to include standalone pens. Pets are to be leashed at all time when away from homeowner's lot and may be supervised and/or leashed when within homeowner's lot. When a pet is anywhere in the community, other than on your property, the pet must be leashed.

## **Noisy & Unruly Pets**

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

## **Homeowners Liability**

Homeowners are responsible for injury or property damage caused by their guest or their guest's pets.

## **Unattended Pets**

Any pet found on any other space and unattended by a homeowner or homeowner's guest is subject to removal and may be taken to Carteret County Animal Shelter. Neither the Managing Agent, the Homeowner's Association, nor the Board of Directors shall have any liability for such action.

## **Cleanliness of Pets**

No pet defecation shall be allowed to remain where produced. The pet owner shall remove pet waste from any common grounds or any other homeowner's designated lot and dispose of appropriately. Failing to comply will result in a citation or fine.

# **SALES AND RENTALS**

## **Rentals**

Properties may not be rented to others.

## **For Sale Signs**

1. One (1) "FOR SALE" sign shall be allowed in the interior of a mobile home that is visible through a window, and one (1) "FOR SALE" sign (18"x 24" maximum size) shall be allowed on an empty space. Please notify managing agent if putting your home up for sale.
2. No construction signs or advertising signs shall be allowed to be placed on any lot.
3. All new home buyers will pay a \$200.00 intake fee. This covers gate cards, boat, golf cart stickers, copies of Bylaws, JTA, and Rules and Regulations, etc.

# **LIABILITY OF HOMEOWNERS**

## **Children**

Children must be supervised at all times and the homeowners shall be held responsible for the conduct of their children and guests.

## **Responsibility of Homeowners Association and Managing Agent**

Neither the Managing Agent nor the Homeowners Association will be responsible for the homeowners or their guests. Loss or damage due to break-ins will be the responsibility of the Homeowner. Personal injury to the homeowners, their family, guests, agents, employees, invitee or personal property shall not be the responsibility of the Managing Agent or the Homeowners Association.

## **Loud Noises**

Loud or excessive noises by radio, television, or noise otherwise created by the homeowner or guests are not permitted. Fireworks are not permitted.

## **Stealing/Vandalism**

Stealing or vandalism will shelter be tolerated in our community or from our community. Persons caught stealing or vandalizing in our community or neighboring communities will be provided a hearing by the Board of Directors and may be permanently banned from entering on our properties.

## ENFORCEMENT

### Procedures for Fines/Citations and Suspensions of Association Privileges

The Managing Agent will strictly enforce **the** Rules and Regulations and impose citations when necessary. The first notice will only be a warning. A copy of the warning will be kept for future reference. If a second notice becomes necessary for the same violation a citation will be issued that includes a fine. If the homeowner feels they unfairly received a citation, they should appeal in writing to the managing agent within 10 days from date of citation. Once the appeal is received, the Board of Directors will provide a notice of decision in writing to the homeowner within 3 business days. If a fine is imposed, a fine will not exceed one hundred fifty dollars (\$150) providing the homeowner pays the fine within 10 **days** from date written decision from **the** Board of Directors. However, if the **fine** is not paid within 10 days, an assessment of an additional \$150 per day will be assessed until the fine is paid. All fines shall be paid to GCL HOA. Such fines shall be assessments secured by liens against owner's property. If it is decided a suspension of planned community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured.

#### Security Gate Penalty

*If an individual accidentally breaks the front security gate by vehicle or boat, the homeowner may be assessed a \$25.00 fine. If an individual is caught intentionally breaking the arm on the gate or vandalizing the gate, the homeowner may be fined up to \$500.00. If the expense to repair the gate exceeds \$500.00 the homeowner will be assessed such expense.*

The Rules and Regulations are binding on all homeowners and their guests. Each homeowner is responsible for informing their guest, contractors, service provider or others they allow to access our community. If any invitee of a homeowner receives a citation in which a fine is assessed, the homeowner will have the fine assessed against his/her lot. The Managing Agent acting on behalf of the Homeowner's Association and the Board of Directors 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.