



The Landing CSA, Inc.

Homeowner and Tenant Rules and Regulations

The Landing is a covenant community, as such, by buying a home or lot, each owner agreed to abide by the Covenants registered with the Onslow County Court 4th day of October 1991. To insure proper compliance with property maintenance and other issues, your Homeowners Association (HOA) Board finds it necessary and helpful to clarify the legal responsibilities and obligations of The Landing homeowners as stated in those covenants. Closing attorneys are obligated to provide each new owner with a copy of those covenants at closing and explain the obligations therein. Those covenants call for a HOA Board to maintain common property, establish rules and conduct legal actions to assure the spirit of the covenants is followed.

On behalf of all homeowners of the Landing, the following simplified version of the homeowners' responsibilities and obligations has been adopted by the HOA Board to maintain the property values of The Landing. Noncompliance with the following may result in penalties, as stipulated in these rules and regulations.

1. These Rules and Regulations were designed to insure the properties within the Landing are maintained and present a clean and healthy appearance. The Association's Board of Directors reserves the right to change or revoke existing Rules and Regulations as necessary for the safety and protection of the Landing Properties and its occupants. These rules and regulations apply to all owners and/or their tenants.
2. Any owner or tenant may report a breach of these Rules and Regulations. Reports must be submitted ***in writing*** to the Association Manager at:

The Landing CSA
c/o Crystal Coast Management Consultants, Inc.
P.O. Box 4455
Emerald Isle, NC 28594
Fax: (252) 354-3750
Email: info@ccmc-nc.com

3. All homes in The Landing are single family dwellings. No temporary structure, camper, motor home, trailer, basement, tent, shack, garage, barn or other outbuilding may be used on any Lot at anytime as a residence either temporary or permanently.
4. Prior to construction or placement of a storage facility, pictures or plans will be submitted to the architectural committee or the HOA board for approval.
5. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a Lot.
6. Automobiles, motorcycles or other vehicle/trailers shall not be repaired or placed "on blocks" or stands except in an enclosed garage. Unregistered vehicles must also be kept in an enclosed garage.
7. The Architectural Review Committee reserves the right to approve the style, design, color and location of any mailbox prior to installation.

8. The only signs allowed on lots are professionally prepared "for sale" or "for rent" signs not to exceed six (6) square feet in size. Temporary "welcome home" signs are allowed, but must be removed within one week of posting. Only the Architectural Review Committee is allowed to place signs on the common lands.
9. Businesses are not to be operated from any property in The Landing which requires customers or clients to visit the property to conduct business.
10. All exterior lights shall be clear, white or yellow lights. No mercury vapor or wide area lighting similar to street lights shall be allowed without prior Architectural Committee approval.
11. Approval by the Architectural Review Committee must be obtained prior to the installation of any type of exterior antenna.
12. Trees four (4") inches in diameter or ten (10') feet in height shall not be cut or removed without prior approval by the Architectural Committee.
13. Installation of outdoor swimming pools, hot tubs, Jacuzzis, and other similar facilities must be approved by the Architectural Review Committee.
14. Clotheslines shall not exceed six (6) feet in height from the ground nor be visible from the street.
15. The exterior of homes and outbuildings will be kept clean and free of defective or missing siding, shingles etc.
16. Recreational or sports equipment such as swing sets, basketball goals etc. shall not be erected on front yards. Basketball goals are allowed in driveways only.

PETS

17. Household pets may not be kept for breeding or commercial purposes.
18. Farm animals, livestock, or poultry shall not be kept or maintained on any Lot or dwelling.
19. Pets are not allowed off of any Lot unless attended and on a leash. Attendants' are responsible for cleaning up after the animal.
20. Pet owners are liable for the actions of their pet(s).

TRASH

21. Lots shall not be used or maintained as a dumping ground for rubbish.
22. Trash, garbage or other waste shall not be burned or disposed of on any Lot instead, it shall be kept in sanitary containers approved by the Architectural Review Committee. Residents shall provide for regular collection and removal of accumulated trash. All containers shall be kept clean.
23. The placement of containers for both trash and recyclable material shall be kept in an area not in direct view from the street except for times of collection.

DRIVEWAY/PARKING

24. All owners shall provide paved off-street parking space for automobiles or other vehicles owned and regularly used. Parking in front yards is prohibited.
25. On street or street side parking is prohibited except for temporary short term gatherings of less than six hours duration.
26. Overnight parking at the pool house or boat ramp area is prohibited without prior Board approval.
27. The Architectural Committee must review design and specifications prior to modification or construction of any driveway.

VEHICLES, BOATS, STORAGE, TRAVEL TRAILERS, ETC.

28. Boats, campers, motor homes, utility trailers or travel trailers may not be stored between the front edge of the house and the street right of way.
29. Campers, travel trailers, boats and motor homes may not be used as residences.

FENCES

30. No fence wall or hedge over six feet in height shall be constructed on any lot.
31. No fence shall be erected between a building and the street right of way unless approved by the Architectural Review Committee.
32. Any portion of a fence which can be viewed from the street right of way must be approved by the Architectural Review Committee.
33. The Architectural Review Committee must review designs and specifications prior to construction of any fence.

SIGHT DISTANCE AT INTERSECTIONS

34. Fences, walls, hedges or shrubs over 2 feet in height that obstructs the view within 25 feet from the intersection of the street lines, or driveways are not permitted. The Architectural Review Committee will utilize the original Covenants in resolving sight line disputes.

COMMITTEES

**IF ANY STANDING COMMITTEE IS NOT CURRENTLY CONSTITUTED,
THE HOA BOARD SHALL TAKE OVER THE FUNCTIONS OF THAT COMMITTEE**

COVENANTS

The above Rules and Regulations do not eliminate, negate or take the place of the Covenants registered with the Onslow County Court on the 4th day of October 1991.

VIOLATIONS

35. As the owners have a vested interest in the pool, dock and boat ramp facilities (as they are common areas of The Landing), it is the responsibility of each owner to report any negligent or dangerous behavior, damage or vandalism to the Board and Crystal Coast Management Consultants, Inc. In the event of any dangerous behavior, please notify local law enforcement.
36. Owners are responsible for all violations of their family members, guest(s), tenants and service personnel.

Procedures for Violations:

37. Violations lasting over ten (10) calendar days are subject to a fine or corrective action by the Association, with all costs being assessed against the Lot.
38. Written notice of fine/corrective action will be sent to the Owner via certified mail; notice will give Owners the right to a hearing by the HOA Board.
39. Request for a hearing must be made within ten (10) calendar days of receipt of the notice.
40. Owners must contact Crystal Coast Management Consultants, Inc in order to exercise their right to a hearing.
41. When a hearing is requested, the Owner will be allowed to plead their mitigating circumstances to the HOA Board of Directors during a regularly scheduled Board meeting.
42. The Board's final decision will be binding.
43. Written confirmation of the Board's decision to rescind, fine or take corrective action will be sent to the Owner via certified mail within ten calendar days of the hearing.

FINES/REMEDIES

44. Violations: Owners will be notified and given ten (10) days to correct. If not corrected within the allotted ten (10) days, the Owner will be fined at a rate of \$25.00 per day until corrected.
45. If fines are not paid within 6 months, a lien will be placed on the offender's property. Collection and legal fees will also be assessed to the property.
46. Yard Maintenance: Owners will be given ten (10) days to correct the violation. If not corrected within ten (10) days, the Association may hire a contractor to address the matter accordingly; all costs associated with the work conducted will be assessed against the Owner.



The Landing CSA, Inc.

SWIMMING POOL RULES & REGULATIONS

1. Persons using the pool facilities do so at their own risk.
2. Access to pool facilities is from 9:00 a.m. to 8:30 p.m. daily.
3. Children under the age of 14 must be supervised by an individual 16 or older.
4. Smoking and alcohol are prohibited in the pool area.
5. Glass containers are prohibited. Food and drinks will be kept at least three feet from the edge of the pool.
6. Front and side doors of pool house are to be kept closed and not propped open.
7. Residents desiring to have small parties must notify Crystal Coast Management Consultants at (252) 354-6333 and pay a \$25.00 refundable cleaning deposit. Access by others will not be restricted during parties. The pool is not available for private parties.
8. Infants/toddlers must wear waterproof plastic pants or swim diapers at all times while in the water.
9. A responsible adult must accompany infants/toddlers in the water at all times.
10. Babysitters, residents and their guest, 14-18 years of age, may accompany up to 3 children at the pool at one time.
11. Pets are forbidden in the pool area.
12. Shower thoroughly each time before entering the pool.
13. Running, horseplay and roughhousing are prohibited. No diving.
14. Noise levels should be kept at a minimum due to the close proximity of nearby homes. The playing of loud music around the pool is prohibited.
15. Guests will be allowed to use the pool when accompanied by a homeowner.
16. All pool furniture is available on a first come, first served, basis. Do not leave towels, clothing, etc., on chairs or lounges to reserve them.
17. Pool furniture must remain in the pool area.
18. Swimming aids, "kiddy" floats and noodles are permitted in the pool.
19. Chemicals must be used in the pool for health reasons. The Association is not responsible for any reaction to clothing, hair, etc.
20. No standing or jumping on pool furniture.
21. No nudity
22. Trash cans have been provided for your convenience. No littering.
23. Loitering is prohibited in the pool house.
24. Public displays of affection and profanity are prohibited.
25. The Board of Directors reserves the right to deny entrance to the pool and has the right to ask swimmers to leave.
26. Violation of above pool regulations can result loss of pool usage.
27. Homeowners who have delinquent dues or outstanding late charges are prohibited from usage of the pool facilities.

ACCESS CARD INFORMATION

28. One (1) card will be issued per property for the use of the homeowners. The homeowner may elect to allow a tenant to use the card, but remains liable for any violations or damages caused by the tenants.
29. If a parent chooses to allow a minor to use the card/facilities, the parent/owner remains responsible for the behavior of the minor, and is responsible for any damages or violations incurred by the minor. (Note, as each card is individually keyed with a unique identification code, it is easy to determine which cards were used to access the facilities at the time of damage, and this knowledge will be used in any assessment of penalties.)
30. The Landing Board of Directors, in accordance with North Carolina General Statute Chapter 47F, has the right to revoke pool privileges and or deactivate the access card in the event of; inappropriate behaviors, failure to remain current with association fees, or failure to compensate the Association for damages, pending resolution of the issue.
31. In the event of a loss of a card, it is the owner's responsibility to report such loss to Crystal Coast Management Consultants, Inc within 24 hours of noticing such loss. Failure to do so will result in the owner being held responsible for damages caused at the pool / pool house when the card in question was used to access the facilities.
32. Lost cards will be replaced through Crystal Coast Management Consultants, Inc at a cost of \$ 20.00. (If you lose your pool pass the replacement fee will be \$20 for the first two replacements, if there is a 3rd loss within a calendar year, the fee for replacement is \$50, per card)