

Association Management of Wilmington



825 Lennon Drive Wilmington, NC 28405
Phone: 910-794-2570 Fax: 910-794-4591
www.amwllc.net

Cape Cottages Homeowners Association Community Rules and Regulations

The members of the Cape Cottages Condominium Association welcome you to the community. We take great pride in our community and feel certain that you will do the same.

In order to keep the community operating and looking its best, the Board of Directors asks that you observe the rules and regulations listed below. If you have any comments or are unsure of a rule, please call our management company, Association Management of Wilmington, at (910) 397-0092.

Adopted: February 9, 1996

1. **Residential Purposes:** All units shall be used for residential purposes only.
2. **Nuisances:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
3. **Insurance:** All owners are required to have a HO-6 policy in place and all tenants are required to have an HO-4 policy in place. These policies cover your personal contents, loss of use, liability and the deductible in cases where the negligent act of the resident produced the claim. Any claim filed on the HOA's policy that is the result of negligence on the part of the owner may result in the owner being responsible for the deductible.

PLEASE NOTE the change at the 2017 Special Meeting to Association documents. The Association does hereby amend the Declaration by adding the following Subparagraph E(7) to Section 9:

Unit Owners' Responsibilities. It is further defined and clarified that the insurance for the association is an all-in policy and claims arising within the walls of the condominium unit (with the exception of Acts of God) that are less than the deductible of the Association's Master Policy shall be the responsibility of the Unit Owner. The Association's rules and regulations adopted in 2002 require all Unit Owners and residents to insure their property including personal belongings as well as providing liability insurance in cases where damages done by a Unit Owner or resident in one unit produces a claim in a condominium contiguous to that unit. In all cases, the Unit Owner is responsible for damage in any amount that is less than the deductible of the Association's Master Policy.

4. **Vehicles:** No inoperable vehicle or vehicle without current registration and insurance will be permitted on the premises. The Association shall have the right to have all such vehicles towed at the owner's expense. No resident shall repair any vehicles, boat motors, motorcycles, or any other type of motor on or in any common areas, including parking areas and roads.

**** Please Note there is no COMMERCIAL parking on the property for over-sized vehicles.

5. **Parking:** No Vehicles are allowed to park on the grassed and/or landscaped areas (NO EXCEPTIONS). The Association shall have the right to have all such vehicles towed at the owners' expense. Please have your guests park in the parking area or along the street off the grassed and landscaped areas. Additional parking is available at the clubhouse. Please observe areas where parking is assigned.
6. **Outside Furniture:** No lawn furniture, charcoal or gas grills, cleaning or gardening equipment or tools will be permitted in the common areas.
7. **Grills:** Owners are permitted from maintaining fires to include, but not limited to, charcoal grills, or hibachis on any decks, patios, porches, balconies, or other appurtenant structures. Gas grills have been provided for the residents' use at the pool area.
8. **Signs Prohibited:** No "For Sale," "For Rent," or "For Lease" signs or any other signs shall be permitted in the common area or in a condominium unit that is visible to the common areas.
9. **Temporary Structures:** No structure of a temporary character, trailer basement, tent, shack, garage, barn, or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
10. **Recreational Vehicles:** No boat, motorboat, camper, trailer, motor or mobile home or similar type of vehicle shall be permitted to remain in parking spaces at any time.
11. **Animals:** Dogs, cats, or any other household pets may be kept and maintained, provided that they are not kept and maintained for commercial purposes. Pets must be less than 50 pounds. Pets are not allowed to run free and must be properly leashed and escorted at all times when they are outside the units. Pets should only be walked in the areas alongside woods and lake. We ask that you remove any droppings that your pet may leave in any place other than these designated areas. If any pet shall be determined by the Board of Directors to be a nuisance, the Board shall have full authority to have such pet permanently expelled from the properties. No visiting pets are allowed.
12. **Outside Antennas/Flags:** No outside radio or television antennas or satellite dishes shall be erected on any lot or dwelling within the Properties. It is not permitted to attach a flagpole or flag to the balcony railings or any exterior surface of the building.
13. **Window Coverings:** Each unit is equipped with blinds in each window that are considered permanent fixtures and shall remain in each unit when sold and may not be removed. Any additional window treatments must be located inside the blinds provided.
14. **Exterior Lights:** All light bulbs or other lights installed in any fixture located on the exterior of any building or any unit shall be clear, white, or non-frost lights or bulbs.
15. **Trash:** All trash is to be contained in plastic bags, securely tied and deposited in the bulk containers provided for this purpose. Trash shall not be deposited in the common areas.
16. **Yard Sales:** Yard sales are strictly prohibited.
17. **Speed Limit:** Drivers are to drive cautiously on all roads and parking areas and obey the posted speed signs.

Adopted November 2009

18. **Fire Extinguisher:** The fire Marshall has instructed all owners to have a fire extinguisher inside of their condo. IT IS MANDATORY TO PURCHASE A FIRE EXTINGUISHER (minimum size: 3A-40BC) AS SOON AS POSSIBLE. Any unit found to be without one risks fines from the city of \$500. Contact the office at (910)794-2570 if you need a fire extinguisher. They are \$50 each.

Amended: March 29, 2011

19. **Window Treatments (Revised):** All windows shall have one-or-two-inch horizontal mini blinds inside the window frame. All blinds must be in good repair with no visible damage viewable from the exterior of any window. Damaged blinds must be immediately replaced.

20. **Flooring:** No flooring may be installed in any second or third story unit that may increase the sound transference to the unit below without the approval of the Association. Only carpet with pads is permitted without prior approval. Hardwood floors and ceramic tile floors are prohibited.

Adopted: June 2012

20. **Clothes lines:** There shall be no outside clothes lines or similar facilities, in or on any common area or limited common areas, including balconies, railing, or stairwells.

21. **Balconies:** Balconies are an extension of the condominium and as such should provide appropriate outdoor settings consistent with home ownership. Only outdoor furniture, plants, and items consistent with outdoor living space are permitted. The balconies cannot be used as a storage facility for items not consistent with outdoor living. Prohibited items include: indoor furniture, tools, benches and clothing of any kind including towels and wet suits cannot be hung from railings. Clear lights are recommended in cases where outdoor lighting is used. Colored lights may be used during festive seasons of the year. Fines may be imposed for failure to remove any item after requested in writing by the Association.

Adopted November 2011, Revised June 2013

22. **Night Watchmen:** Should at any time a noise complaint require action from the night watch service which results in the night watchman making a second visit to enforce the quiet and peaceful enjoyment of all residents, the owner may be fined. Should the service of the Police Department be called the fine shall be automatic.

Adopted November 2014

23. **Hot Water Heaters:** all hot waters heaters MUST be changed every 10 years and any damage to any condominium resulting from hot water heaters older than 10 years will be considered negligence and will be the responsibility of the homeowner whose hot water heater ruptured. Plumbers need to install an overflow pan and pipe them to outside. Motion passed unanimously.

Adopted November 2015

24. **Pets:** Resolution to amend the pet rule, that owner must submit the description of any pet housed in their unit by tenants, to the management company on the Rental Registration Form. Motion passed unanimously.

AMW, LLC Company Information

Nick Joseph - Sales / Management

Email: nick@amwllc.net
Phone: 910-397-0092
Fax: 910-794-4591

Jill Rhoad- Management

Email: jill@amwllc.net
Phone: 910-794-2570
Fax: 910-794-4591

Mary Faye Lindsay / Management

Email: maryfaye@amwllc.net
Phone: 910-538-9529
Fax: 910-794-4591

Fran Murphy - Maintenance

Phone: 910-538-9530

Night Watchman

Phone: 910-538-9529