Carolina Equestrian Village Facilities Rules of Use
As adopted by the Carolina Equestrian Village Board of Directors

Revised May 18, 2022

The facilities, lakes and trails are here for the enjoyment of all property owners. Failure to follow these rules shall result in the violator being denied further use of CEV facilities, lakes or trails.

Property owners who are delinquent in paying their dues or assessments are not members in good standing and therefore will not be allowed to use the facilities, lakes or trails at CEV. Owners must accompany guests during use of the facilities and will be fully responsible for the actions of their guests. It is intended that all CEV facilities be shared equally with all owners who are in good standing. Facilities are considered to be any commonly owned and shared property within CEV. This includes, but is not limited to the entrance, the roads, pool, tennis courts, clubhouse, lakes, dams, beaches and trails. The barn and pastures are for use by members current with their boarding fee.

Anyone using the facilities does so at their own risk and must do so in such manner as to promote safety and cleanliness. CEVOA assumes no responsibility for personal injury or damage resulting from use of the facilities. Trash containers are located throughout CEV. Owners and guests are required to utilize these containers or take refuse out of CEV upon departing. Failure to clean the facility immediately after use shall result in the violator being denied further use of CEV facilities.

Owners of property at CEV are responsible for the behavior and actions of their tenants, guests and invitees.

Entrance
Please do not give the gate code to people who cannot conduct themselves in a peaceful and lawful manner consistent with the rules of the village. The service gate has the ability to use a programed call list to allow entry by telephone. Please contact the board of directors if you need to make program changes to the directory. Realtors have their own gate code and will need to accompany visitors looking at property for sale.

Roads
Please drive at or below the posted speed limit to avoid creating nuisance dust, noise and potholes. ATV's (four wheelers), dirt bikes and go carts will not be permitted to use CEV roads. Please do not litter.

Horse Trails
Trails are intended for non-motorized traffic. For the safety of pedestrians, horses and riders, motorized vehicles except maintenance vehicles are prohibited. Please do not litter.

Clubhouse
The clubhouse is available for use by owners without charge so long as the owner makes reservations through the Board of Directors in advance. The total number of participants (including owners) at any event shall be limited to the number allowed by the Fire Marshall for Moore County. The reservation of the clubhouse entitles the owner(s) access to the clubhouse only. No one is allowed in the stables, tack room or pastures. Feeding or otherwise interacting with the horses boarded at the equine facilities is not allowed. The host owner is responsible for the actions of guests and for the cleaning of the facility upon completion of the event.

Pool
Guests must be accompanied by property owners. There is no lifeguard on duty, please act accordingly. Rules of safe use are posted at the pool house and must be adhered to. Failure to do so can result in the offender being denied use of the pool. The gate should be kept locked when not in use to keep out small children. All children under the age of 16 must be supervised by an adult.

Barns, Stables, Paddocks and Pastures
Owners in residence are entitled to use the facilities to keep horses, mares and /or geldings only. Stallions are forbidden and no other animals are allowed. Because of limited space each owner in residence is limited to two horses.

In order to utilize the equine facility each owner must sign a general release statement prior to bringing the horse(s) into CEV and agree to rules provided to the horse owner upon horse occupancy.

Lakes and Boats
Guests must be accompanied by property owners. To ensure the quality of the lakes, only small boats or canoes (less than 17') are allowed. No gas motors are allowed to be used or attached to boats. Lakes are to be equally shared with others. Anyone using the lakes must not litter or create excessive noise. Boats may not be stored on the dams, beaches or other common properties. After launching, the boat trailer should be moved as to not block the ramp area. Boaters may not exit the lake onto private property without permission of the property owner. Fishing is permitted so long as Shad minnows are not used. The use of nets for taking fish is not permitted. All children under the age of 16 must wear a life vest while in a boat.

Vicious Animals

The Keeping of any vicious animal is prohibited within the boundaries of Carolina Equestrian Village. Any animal determined to be vicious must be removed immediately.
The owner of any such animal is responsible for any and all damages caused by the said animal.

A vicious animal is defined as an animal that constitutes a threat to humans or other domestic animals.

A **vicious dog** is defined as a dog that approaches any person or other domestic animal with an attitude of attack, that has a known tendency of unprovoked attack or that is trained or bread primarily or partially for fighting.

2. Nuisance Animals

It is prohibited for anyone to permit an animal to create a nuisance, or to maintain a nuisance created by an animal.

A nuisance animal is defined as one that….

a. Damages, soils, or defiles private or common property
b. Interferes with, molests, or attacks persons or other animals
c. Is repeatedly at large
d. Chases, snaps at, harasses, or impedes pedestrians, riders, or vehicles
e. Habitually or repeatedly barks in such a manner or to such an extent that it is a public nuisance.

Camping

Camping is not allowed on undeveloped lots or common areas. Camping activities include backpacking, tents, trailers, motor homes and any other temporary shelter.

Trailer, boat and camper storage

Undeveloped lots and common areas are not to be used as storage areas for boats, trailers or campers. It is encouraged to use storage areas outside of CEV for these.

Short Term Rentals

Short term rentals are not allowed. This would include but not be limited to AIRBNB, VRBO, weekend rental or any other arrangement to rent the property on a short term basis. Short term is defined as 30 days or less.

Complaints

Owners who are dissatisfied with the management of the facilities should contact the Board of Directors in writing.

Enforcement

WHEREAS, the Subject Properties in Carolina Equestrian Village Owners Association are under jurisdiction of the Declaration of Conditions, Restrictions, Covenants, Agreements and Easements for the Association; and

WHEREAS, Conditions, Restrictions, Covenants, Agreements and Easements recorded as instrument 2006021222 in book 3119, page 425 - 448, states that the Board of Directors shall have the power to adopt and publish rules and regulations governing the use of the Common Areas and facilities; and

WHEREAS, the Board of Directors desires to adopt a policy as it applies to the imposition of fines; and

WHEREAS, the Board of Directors has followed its own standards and procedures, which are both fair and reasonable; and

WHEREAS, the Board of Directors rendered this decision in good faith, and in a manner which is neither discriminatory nor capricious; and

WHEREAS, the Board of Directors wishes to provide the property owners with an appeal process

THIS RESOLUTION pertains to the adoption of a notice of violation, hearing and fine policy for the Association.

THEREBY, GOOD CAUSE EXISTING, IT IS HEREBY RESOLVED:

Pursuant to North Carolina General Statutes 47F which provides that the Association, after notice to the Owner of the Lot, and an opportunity for a hearing, is entitled to impose fines for violations of the Covenants, Conditions and Restrictions and any rules, regulations or policies adopted by the Board. The procedure for imposing fines for such violations is set forth below:

1. Demand Notice of Violation. Written Notice of Violation together with a request to cease and desist from the alleged violation shall be served upon the Owner of the Lot, via First-class mail and shall specify: (a) the alleged violation; (b) the action required to abate the violation within five (5) days of the date of the Notice; and (c) a statement that any subsequent violation of the same rule or regulation of this resolution may result in the imposition of sanctions after notice and hearing. In the event the Owner of the Lot is leasing his/her unit, the Association may provide a copy of the Notice of Violation to the Owners tenant.

2. Continuing Violations. Each day a violation continues after notice to cease and desist has been given by the Board to the Owner of the Lot, constitutes a violation and shall be subject to a fine.

3. Notice of a Hearing. Within fifteen (15) days from the date of the Notice of Violation, if the violation continues past the period allowed in the Notice to abate the violation, or if the same rule or regulation set forth in this resolution is subsequently violated, the Board shall serve the Owner of the Lot, via Registered Mail, Return Receipt, with written Notice of a Hearing to be held by the Board in executive session. The notice shall contain: (a) the nature of the alleged violation; (b) the time and place of the hearing, which shall not be less than ten (10) days from the date of the notice; (c) an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and (d) the proposed sanctioned to be imposed, which includes the imposition of a fine, payment of attorney fees incurred by the Association, in the event that the Association involves legal counsel in the matter; and other costs that may relate to the violation and/or the hearing.

4. Hearing. The hearing shall be held in executive session pursuant to the Notice of Hearing and the Owner of the Lot shall be afforded a reasonable opportunity to be heard. Prior to any sanction becoming effective, the Board shall submit proof of the notice and the invitation to be heard which shall be attached to the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered into the minutes by the officer or director who delivered such notice. The notice requirement is satisfied if the Owner of the Lot appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanctions if any, imposed.

5. Rulings of the Board of Directors of Carolina Equestrian Village Owners Association will be final.

6. Imposition of a fine and any other sanctions. At the conclusion of the hearing, the Owner of the Lot shall be excused from the hearing and the Board of Directors shall determine the amount of the fine to be imposed, if any, based of the seriousness of the violation, whether this is a first violation or a continuing violation, whether the type of offense poses a danger to any person or property, and whether the Owner of the Lot agrees to abate the violation within the time specified by the Board of Directors. After the amount of the fine is determined, the Board shall send a notice to the Owner of the Lot via Registered Mail, Return Receipt, of the amount of the fine, and any other sanctions imposed by the Board of Directors and the due date of the fine. The Board has the power to impose a fine for each occurrence of the violation and to accelerate the fine based on the length of time the violation continues. The Board also may determine that a fine will be imposed for any subsequent violations of the same policy or regulations of this resolution. As an additional penalty imposed upon the Owner of the Lot, the Board may require that the Owner of the Lot reimburse the Association for any attorney fees incurred by the Association or other costs, which relate to the violation and/or the hearing.

7. Payment of the Fine and/or Penalties. The Board shall advise the Owner of the Lot that any fine which is not paid within thirty (30) days of its due date is delinquent and is subject to a late payment penalty of 10% of the amount due or $15.00, which ever is greater.

8. Collection. Collection of any repair costs, fines, penalties and interest may be enforced against the Owner of the Lot in the same manner as the collection of delinquent assessments.

Effective Date. The effective date of this resolution is May 21, 2022

Confirmed this 18th day of May 2022 at a meeting of the Board of Directors.