



TOPSAIL REEF HOMEOWNERS ASSOCIATION, INC.

North Topsail Beach, NC

RULES AND REGULATIONS

Updated March 28, 2022

Rules are enforced and action required by members to avoid violation(s) due to non-compliance. Violation(s) may result in fines and/or withdrawal of use of amenities. See Regulation #1: Violations of Declarations, By-Laws, Rules and Regulations

1. PET OWNERSHIP

Pets are **only** permitted for **unit owners**. **Guests are not allowed to have pets**. All owners must pick up after their pets. Dogs must be on leash and under control of the owner at all times. (Section 8, item b in the Declaration of Condominium and Article 11 in the North Topsail Beach ordinances) (See procedure)

2. PET REGISTRATON

Pets must be registered with the HOA. The owner must purchase a collar to identify their pet as a Topsail Reef Pet. (Forms are available on the website at topsailreefhoa.com)

3. WINTERIZATION POLICY FOR TOPSAIL REEF

The Board of Directors has made the determination **that the winterization of individual units is the responsibility of the unit homeowner**. Each year, usually in December, homeowners are encouraged to take the following actions to winterize their unit.

Procedure:

- A. Before leaving, it is the homeowner's responsibility to **turn off the main water valve (MWV) for water coming into the unit**. This MWV is found, either under the sink in the cabinet (in one-bedroom units) or at the hot water heater (in buildings 1 & 2 and in two-bedroom units in all buildings). After you turn this valve off be sure to check that there is no water coming out by opening a faucet. Close the faucet again after checking. It is the homeowner's responsibility to make certain that all valves in the unit are operating properly. **Flip the circuit breaker to turn off your water heater. Also, turn off the water to the icemaker line, toilet and bathroom sink. Turn off icemaker lever in the refrigerator.** (This procedure should also be followed throughout the year when leaving the unit vacant to protect from water leaks.)
- B. Individual homeowners (especially FIRST FLOOR UNIT OWNERS) should place De-Icer (RV antifreeze) in toilet bowls, tanks, and p-traps to prevent freezing.
- C. Individual homeowners should leave the heat on in the unit and turn it down **no lower than 50 degrees**. This should help to minimize the potential for pipes in the chase walls from freezing. This will also minimize the potential for any such damage as may be occasioned by the undiscovered rupture of a waterline where all of the affected unit owners are offsite.
- D. It is the responsibility of each owner to maintain electric power to his/her unit during the winter months.
- E. It is the responsibility of each owner and/or his agent to re-winterize when a previously occupied unit becomes vacant. The Association cannot be responsible for winterizing any unit.

NOTE: building water lines cannot be drained because some units on common stacks are occupied during the winter months. Therefore, unit owners are responsible to protect the water lines within their unit by winterizing.

4. VEHICLE MAINTENANCE

Vehicles are not to be washed or maintenance performed in the parking areas. (See Abandoned and Unregistered Vehicle Procedure)

5. WATER CRAFT/VEHICLES

Boats and trailers should be parked in the side parking areas adjacent to Building 8. Boats and

trailers are **NOT** to be parked in the main designated permitted parking areas (Section 8 item b in DOC). A storage rack is provided in the gated rec court for non-motorized personal watercraft. Personal watercraft (including but not limited to kayaks, canoes, stand-up paddle boards, and surfboards) should never be stored on decks/balconies, breezeways, or stairwells.

6. ABANDONED AND UNREGISTERED VEHICLES

All vehicles must have current tags, inspection stickers and a Topsail Reef Parking Permit. Any vehicle not kept current or non-operable on Topsail Reef property beyond 30 days will be towed at the owner's expense. (Article 111 NTB ordinance) Vehicles are not to be washed or maintained on Topsail Reef property. Upon Board approval, should a vehicle become a nuisance, the HOA can revoke the Topsail Reef Parking Permit and the vehicle can be removed at the owner's expense, given a fourteen (14) day notice.

NOTE: This policy provides for the removal of unregistered or abandoned motorized or non-motorized vehicles on Topsail Reef property. (Article 111 NTB ordinance)

7. NON-MOTORIZED RECREATION VEHICLES

Skateboards, roller blades, roller skates, manual scooters and bicycles are **NOT** to be ridden on the property, to include the tennis court area. (Section 8, item g in the DOC)

8. CAMPERS

Occupied campers are not permitted on the property. Campers that are not occupied: (See Policy #6, Abandoned and Unregistered vehicles)

9. MOLD AND WATER DAMAGE

Owners need to be aware of the potential mold growth and water damage in their units. It is each owner's responsibility to make the HOA aware of the occurrence of mold and or water damage, and the homeowner must expedite the removal/cleanup to minimize any further damages and/or potential health risks. The HOA will require unit owners to pay for repairs to HOA common spaces, and any damages extending to the walls, floors and ceilings. This includes but is not limited to damages caused by owner negligence due to water leaks from interior plumbing, air conditioning unit, washer/dryers and/or leaks around doors and ceilings. Each owner has an obligation to protect the HOA property for the good of the community. Unit owners will be held responsible for damages caused by their lack of care or negligence.

10. SPEED LIMIT

The speed limit in the parking area is **5 mph**.

11. STAIRWAYS/BREEZEWAYS

Stairways/breezeways are **NOT** to be used for running, playing, or smoking. Bicycles are not to be parked on or under stairways/breezeways. Storage in the stairway/breezeway or deck/balcony areas is prohibited. (Section 8, item c in DOC and NTB fire code)

12. FIREWORKS

Setting off of fireworks is prohibited. (Section 8, item g in the DOC and Article 1, Noise control, NTB and GS 14-414 of NC criminal code)

13. FIREARMS

The carrying of unregistered concealed firearms not in accordance with the NC state laws is prohibited.

14. DECKS/BALCONIES

Deck/balcony rails are not to be used as clotheslines for towels and clothing. Outside lines

may NOT be installed for this purpose. The deck/balcony needs to be kept clean and uncluttered. The deck/balcony should not be used as a storage area. Clotheslines are not permitted.

15. GRILLS

Charcoal, gas and electric grills are prohibited. Interior heating systems requiring flammable substances are also not allowed. There will be no open flames of any sort. For grilling use dedicated grill areas ONLY. (Section 8 item g in DOC (Declaration of Condominium) and NTB (North Topsail Beach) fire code)

16. CIGARETTES

Cigarettes must NOT be thrown over the deck/balcony rails. Use provided receptacles. (Section 8, item f in DOC and Article 1 and NTB littering ordinance)

17. DUNES

Walking, playing or any other activity on the dunes is prohibited. (NTB ordinance--\$500 fine) NC state law also prohibits the picking of sea oats. If holes are dug on the beach they must be filled in before leaving the beach. (NTB ordinance)

18. TRASH

Fenced in dumpsters are located throughout the property for disposal of all trash. Place trash in the receptacle and not on the surrounding ground. Furniture, appliances, and larger construction items are always prohibited. Please take those items to be disposed of at a proper location. **If you have contractors doing work on your unit, please ensure they are following this rule.** Two nearby options for large item disposal include:

Sneads Ferry Convenience Center
320 Old Folkstone Road
Sneads Ferry, NC

Onslow County Landfill
415 Meadowview Road
Jacksonville, NC

19. FISHING

Fishing is allowed in front of the Topsail Reef but consideration of swimmers is required. The cleaning of fish, fowl or game is not allowed in any common area.

20. NOISE

Loud noises, music, etc. and unacceptable behavior will not be tolerated. Good judgment and consideration will be expected. (Section 7, item g in the DOC and Article 1 in NTB ordinance)

21. TENNIS COURTS

Rules pertaining to the tennis courts will be enforced as posted.

22. KEY ISSUANCE

Homeowners are required by the Association's Amended By-Laws (Article 111, Section 4) to provide unobstructed access to the Member's unit to the property manager and other employees and agents of the Association for the purposes of maintenance, safety, and protecting the integrity of the Units of other members of the Association. A "working" key needs to be in the HOA Office for all units.

Procedure: A Homeowner must contact by email the HOA Office to designate someone as an authorized emergency contact. This person must be on file to have access in the event of an emergency. If the homeowner has not notified the HOA in writing, the HOA will make every attempt possible to contact the owner, but access will be denied until homeowner authorization is received.

For any authorized emergency contact to be allowed to use the key on file with the HOA, the staff will require a copy of the individual's driver's license be kept in exchange for use of the key. The authorized contact must go to the unit, unlock the unit and return the key to the HOA office immediately. The authorized user is responsible for locking the door upon exit. If there is a deadbolt lock that needs to be relocked, it is again the responsibility of the authorized user to return to the office, obtain the key, and lock the door.

The copy of the unit key the HOA has on file is only for the purposes of HOA pest control, HOA utility (water, electric, and cable) & maintenance needs, and for emergency situations. Emergencies are defined as fire, gas leak, water leak (with flowing or cascading water), structural failure, or medical emergency. The unit key is not to be given out for the use of guests (paid or otherwise), contractors, rental property managers, or cleaning persons. You must make other arrangements to give access to those you wish to enter your unit in your absence.

In a LOCK-OUT situation, the owner/tenant in need of assistance should contact a locksmith or rental agent. The Homeowners' Association does not consider a lock-out to be an emergency.

Pest Control is scheduled monthly and key access is granted to each unit, unless it has been noted that HOA pest control services have been declined by the owner. In the event the owner declines the HOA pest control service, any pest related issue will be at the expense of the owner to bring to resolution.

In the event of an emergency and the need to gain access to the unit, the HOA has the discretion to provide access as deemed necessary.

23. PARKING PASSES

Every homeowner receives 2 permanent parking passes and 2 guest/temporary parking passes in the Homeowner Packet once the Office receives the \$100 from the closing on the unit. The guest/temporary parking passes are supposed to be reused. It is suggested that homeowners write their unit number on the pass and ask any guests to leave the parking pass in the unit upon departure. New permanent parking passes will be issued to homeowners when a new vehicle is purchased upon the surrender of their old tag/pass. Homeowners and guests needing parking permits are requested to contact the HOA and complete the necessary steps. Vehicles without the appropriate parking passes will be ticketed and subject to being towed. The HOA will continue to maintain a listing of all parking passes that are issued and parkingpass information will be filed in the unit folder at the Office.

24. REPLACEMENT OF DOORS AND WINDOWS

Owners may replace windows and sliding glass doors at their own expense. ARC approval is required. Applications may be submitted online. Any replacements must be done by a licensed contractor with required permits from the North Topsail Beach Building Codes Department. Post-

installation inspections will be performed by the Town Codes Department and/or by the HOA. The HOA may, at its sole discretion, replace glass doors and/or windows deemed out of code or in disrepair, and apply the cost as an assessment to the unit that benefits. Louvered doors and window screens needing replacement due to wear and tear or weather damage will be replaced by the HOA at HOA expense. The cost of replacement for any other reason will be assessed to the unit owner. If an owner desires replacement be performed by an entity other than the HOA, ARC approval is required and will be done at owner expense.

Specifications

(Subject to change according to updated Building Codes)

- White vinyl.
- First floor windows must have a wind rating of DP50 or greater. Upper floor windows must have a wind rating of DP50 or greater and be impact resistant.
- Window design may be slider, single hung, or double hung. If slider type, will require a larger rough opening to meet current building codes.
- The HOA will provide paint for trim.

25. APPLIANCE INSTALLATION & MAINTENANCE

Installation of any appliance beyond the original design of the unit, including but not limited to dishwashers, washer/dryers and auxiliary air conditioner units are not permitted without first obtaining ARC approval. Owners will be asked to remove all unauthorized units that are found by the HOA unless ARC approval is given. Owners will be responsible for any and all damages caused by the appliance. This includes damage to adjacent homeowner's property and HOA property. Appliances need to be checked regularly by the homeowner for leakage. Any problems should be reported to the HOA. ARC approval is required when replacing or installing an air conditioner to comply with specifications and procedures for installation. **ARC approval is required before ANY cutting of the exterior of the building.** (See procedure #8: Installation of New Air Conditioners and procedure #7: Electrical and plumbing installations and repairs)

26. WATER HEATER REPLACEMENT

Hot water heaters are the responsibility of the unit homeowners. This includes outdated and improperly installed water heaters. Water heaters need to be checked regularly by homeowners for leakage and any problems reported to the Office of the HOA. (See Procedure #7L Electrical and plumbing installations and repairs)

27. ELECTRICAL AND PLUMBING INSTALLATIONS AND REPAIRS

All in-wall electrical or plumbing rough-in must be done by a licensed professional and a town building permit must be taken out by the owner. No alterations to wall are permitted without ARC approval. Appliances and equipment not original to the design of the buildings will not be permitted without ARC approval. This includes any item that may require piping, plumbing and electrical and venting based on manufacturers recommendations.

28. INSTALLATION OF NEW AIR CONDITIONER

A. Types of A/C Units:

- PERMANENT A/C units must be Through-The-Wall with a separate sleeve installed prior to the A/C unit being slid into the pre-installed sleeve.
- PORTABLE A/C units requiring outside ventilation may have a hole cut (4" to 6") into the exterior wall. The hole must have vent pipe through the wall and caulked with a louvered cover on the outside wall. Application for ARC Approval and Inspection by Topsail Reef Maintenance and/or ARC Personnel still applies.

- HOTEL-TYPE A/C for bedrooms. Unit that protrudes 4" (four inches) or less into the walkways (As Per Code). Uses the same sleeve as permanent Through-the-Wall installation.
- WINDOW UNITS: Temporary installation into windows is not permitted. Window-type units are not permitted.

B. Specifications:

- One-Bedroom, Living Room A/C unit should be 12,000-14,000 BTU's (550 SF.)
- Two-Bedroom Living Room A/C unit should be 16,000 - 18,000 BTU's (700-1000 SF.)
Bedroom A/C unit(s) should be 5,000-8,000 BTU's (100-150 SF.)

If a cut is to be made in the wall, owners are required to ARC approval prior to beginning work. Replacing one A/C unit with another where no cuts are made does not require ARC approval but does require inspection on completion. The owner must agree to inspection of the installation by the HOA. Owners are responsible for any damage caused by installation or replacement of A/C units.

C. Installation requirements:

- The through-the-wall opening cut out for installation of the sleeve must have eight-inch (8") copper flashing installed around the hole and under exterior molding.
- All sleeves must be installed with stainless steel screws. This limits the degree of rust and allows for ease of replacement.
- Through-the-wall installation must be cased (framed) both inside and outside the building. HOA will touch up the exterior paint to ensure proper color match.
- All through-the-wall sleeves should be installed in a manner that ensures all airflow louvers are located outside the exterior of the wall. This ensures proper airflow and makes a watertight seal with no moist air inside the wall that can result in mold, mildew and rot.
- Building Code Violation: A bedroom unit cannot protrude into the walkway more than 4" (four inches) unless the unit is 80" above the walkway. Protrusion of more than 4" presents a safety hazard of someone bumping the A/C unit.
- All installations must be caulked with a premium exterior grade caulk to assure watertight installation and avoid water damage inside the interior or exterior walls.
- All wood trim molding placed on the outside must be treated wood painted with exterior paint provided by the HOA.
- Drip pan with clear plastic tubing must be used if there is condensed water dripping from the unit. Water cannot drip onto the deck and down to the neighbor below. Clear plastic tubing must be installed to carry water away from the deck and building.
- Owners wishing to protect their A/C unit from the elements may use a pre-manufactured A/C cover made specifically to securely wrap the exterior unit. There is to be NO Plastic or makeshift covers. Topsail Reef staff will remove such covers.

29. PERMANENT REMOVAL OF A/C UNITS

It is the homeowner's responsibility to inform the HOA of the intent to permanently remove their existing air conditioner. The permanent removal of an A/C unit that has been in a wall opening will need to be repaired when the A/C unit is no longer in use. The exterior wall must be repaired with T1-11 siding and matching exterior paint available from maintenance. The repair must be weather tight. If the homeowner desires to move the electrical outlet that was originally designed for the A/C unit, the owner must use a licensed electrician.

VIOLATIONS OF DECLARATON, BY-LAWS, RULES & REGULATIONS

Regulation Number: 1

[COMMENT: The Topsail Reef Condominium Association is required by law to oversee the Condominium Common Area and to manage the operation of the Condominium. The Board of Directors (also referred to as "Executive Board") is required by North Carolina law to undertake those duties. In these efforts, the Association may suspend the right of an Owner to use facilities located on the common areas (e.g. pool or tennis courts) for a period determined by the Board of Directors, and may impose fined and penalties for infractions or violations of the Declaration, By-Laws, or Rules and Regulations of the Association, following notice and the opportunity to be heard in accordance with the procedures set forth in this regulation. The applicable statute governing this procedure is 47C-3-107.1 and appears below as part of this Rule. It is the intent of this rule to comply with the statute as it presently exists.]

Section 1: Association Remedies. In the event of an act, omission, occurrence or continuation of the same which is a violation of the Declaration, By-Law, or any Rules and Regulations adopted by the Board of Directors, the Association may undertake the following actions:

- (1) The Association shall have the right to remove, at the owner's expense, signs, equipment, mailboxes or other items of similar size which are in violation of the Declaration, By-Laws, or Rules and Regulations, and the Association may remove, tow, or relocate any equipment, vehicle or structure which is located within the common areas, streets or sidewalks in violation of the Association's Rules and Regulations following reasonable notice to the owner or occupant of the same.
- (2) If an owner fails to maintain a condominium or limited common area (e.g. deck or porch or steps), allows or permits the accumulation of trash or rubbish on common or limited common area, or otherwise allows or causes the condominium or structure to be in violation of the Declaration, By-Laws or Association Rules and Regulations, the Association upon compliance with the notice and hearing provisions specified herein, shall have the right to remedy the violation and assess the cost of remedying the same against the offending owner and condominium as a special assessment.
- (3) For non-payment of any general or special assessments and upon compliance with the notice and hearing provisions specified herein, the Association shall have the right to suspend the offending owner's use of any common areas as well as suspend the owner's voting rights.
- (4) Upon compliance with the notice and hearing provisions specified herein, and in accordance with the By-Laws, the Association shall have the right to impose a fine not to exceed \$100 for the violation and without further hearing for each day more than five days after the decision that the violation occurs, as well as suspend the voting rights of the offending owner upon nonpayment of any such fines or penalties or failure to cure any continuing violation.

Section 2: Notice and Hearing Procedures: In the event this Declaration, By-Laws or a rule of restriction adopted by the Association is violated (including non-payment of assessments, fines or penalties), the Association Board of Directors or any Adjudicatory Board if so designated by the Board, shall serve the violator and/or owner with written notice personally delivered or sent by mail to the violator and the owner at the condominium address, last known address, or at the address the owner may have designated to the Association in writing. Said notice shall specify the nature of the alleged violation, the proposed or possible sanction under consideration, the statement that the violator and owner may contest the alleged violation or the proposed sanction, the address and name of the person to be notified in order to challenge the proposed action, the time period and requirements for challenging the proposed action in writing, the date of the proposed action by the Association Board of Directors or Adjudicatory Panel, and the time period for the owner or violator to challenge the action by giving notification in writing which shall not be less than ten (10) days from the date of notice unless the violation presents an ongoing health hazard, nuisance or other danger or risk, in which case the time period shall be as reasonable as possible.

If the alleged violator or owner challenges the proposed action within the time period allowed, the Board of Directors or Adjudicatory Panel shall conduct a hearing in executive session giving the alleged violator and owner a reasonable opportunity to be heard, which hearing shall be set and notice of the time and date given to the alleged violator not less than ten (10) days from the date of the action by the Board of Directors or Adjudicatory Panel unless the violation constitutes an ongoing health hazard, nuisance or other danger or risk. At said hearing the Board and the alleged violator or owner may consider statements, evidence and witnesses as to the alleged violation, and at the conclusion of the hearing or consideration by the Board, a decision shall be rendered as to the alleged violation.

If the Board determines the violation has occurred, such determination shall be forwarded by regular mail to the violator or owner to include the results of the hearing and the sanction or sanctions imposed.

Any sanction which imposes a special assessment or fine against the condominium and an owner or suspend the voting privileges of an owner shall require a two-thirds affirmative vote of the Directors or Adjudicatory Panel present and voting.

If the violator or owner is given written notice of the alleged violation and fails to file a written challenge, then the Board may proceed with the determination as to the alleged violation and the appropriate sanctions and shall give notice thereof to the owner.

Comment: the following statutory regulation applies to the Hearing Procedure adopted by the Board as a Rule.

47C-3-107.1 *Procedures for fines and suspension of condominium privileges or services.*

Unless a specified procedure for the imposition of fines or suspension of condominium privileges or services is provided for in the declaration, a hearing shall be held before the executive board or an adjudicatory panel appointed by the executive board to determine if any unit owner should be fined or if the condominium privileges or services should be suspended pursuant to the powers granted to the association in G.S. 47C-3-102(11). Any adjudicatory panel appointed by the executive board shall be composed of members of the association who are not officers of the association or members of the executive board. The unit owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day more than five days G.S.47C-3-116+. If it is decided that a suspension of the condominium privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured. A unit owner may appeal a decision of an adjudicatory panel to the full executive board by delivering written notice of appeal to the executive board within 15 days after the date of the decision. The executive board may affirm, vacate or modify the prior decision of the adjudicatory body.