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Welcome to Ocean Dunes Resort!

Ocean Dunes Homeowners Association, Inc.
Recreation Center
1 Neptune Place
Kure Beach, NC 28449

New owners and current owners:

This is the “Ocean Dunes Welcome Package,” focusing on the ins and outs of owning a place at our beautiful resort. Do not let the number of pages daunt you, this document contains information and answers to most all questions you might have. The table of contents on the next page should help in finding what you need and, if there is further information or action that needs to be taken, the contact information phone numbers and email addresses are here.

Ocean Dunes Resort is managed by CAMS (Community Association Management Services). Governance is overseen by the Ocean Dunes Homeowners Association Board of Directors, duly elected by all homeowners. Both CAMS and the Board are here to serve you, the homeowner. All questions and concerns can be directed to CAMS. Barring unforeseen emergencies, using the owner’s web portal to contact management is the most efficient way to communicate regarding maintenance, questions, and issues. CAMS will get back in touch and be of timely service. Do not hesitate to contact the CAMS team!

<u>Current Board Members</u>	<u>Important Emergency Telephone Numbers</u>
• Steve Channell – President • Evan Wittles – 1st Vice President • Barry Ehret – 2nd Vice President • Gene Costa– Secretary • Kristen LoMonaco- Assistant Secretary • Mark Sposato – Treasurer • Debbie Stock- Assistant Treasurer	• Kure Beach PD 910-458-7586 • Kure Beach Fire Department 910-458-2014 • Kure Beach Public Works 910-458-5816 • Kure Beach Animal Control 910-798-7500 • Poison Control 800-222-1222 • Duke Energy 800-419-6356
HOA Office Hours: Mon - Fri 9:00am-5:00pm Recreation Center Hours: In Season 4/1 – 10/31 9:00am – 9:00 pm Off Season 11/1 – 3/31 9:00 am to 8:00 pm (Due to Covid & related issues, hours may change, when necessary, & according to health directives. For current hours, go to the most current newsletter post or contact the office.) <u>Community/HOA Contact Information:</u> • Phone 910-239-1370 (option 1) • After hours emergency line: 910-239-1370 • Insurance certificate requests: csr@westerinsurance.com, (919) 348-2330 • Information for Realtors: https://www.camsmgt.com/real-estate	Important Utility Company Contact Information Duke Energy: 1-800-452-2777 To report power outage: 1-800-419-6356 Website: www.duke-energy.com Kure Beach Public Utilities: 910-458-4816 Website: www.townofkurebeach.org/public-works.com Spectrum Cable/Internet: Ocean Dunes has a specific bulk package with Spectrum. It’s important that when you call them you use the following phone number: 1-855-855-8679 Website: www.spectrum.net



CAMS General Info & Contacts

On behalf of your association, its Board of Directors & all your neighbors, CAMS extends a warm welcome to you as a new property owner! We want to ensure a smooth transition into your new community.

We are here to help! Visit www.camsmgt.com for important information & to log in to your account.

If your email address was provided to CAMS by the Closing Attorney, an email containing your Association's Owner Portal Username & Temporary Password was sent to you when your account was activated by CAMS. Once you have access to the Portal, you will also be able to update your contact information, set up your communication preferences & access important Association information online.

If you did not receive an email containing your Username & Password, please sign up for the Owner Portal using the following new owner registration information:

- Account Number: «**Account Number**»
- Registration Key: «**PORTAL KEY**»

If you cannot remember your password, please click "Forgot Password" on the Owner Portal login page for a new password to be generated.

We have the Contact Information below on file for your account.

If you are unable to access the Portal, you may submit updates at www.camsmgt.com/new-homeowner or you may send an email to email@camsmgt.com.

NAME	«Homeowner Name»
MAILING ADDRESS	«Mailing address 1», «Mailing Address City», «Mailing Address State» «Mailing Address Zip»
PROPERTY ADDRESS	«Property Address Full 1 Line»
PHONES	«Homeowner Phone»
EMAIL	«Homeowner Email»

CONTACT US		
CAMS Office Hours	Monday – Friday	9:00 am to 5:00 pm
CAMS Emergency Service (24 hours / 7 days a week)	When you have a true Association-related EMERGENCY after business hours that would result in property damage	877-672-2267 & follow the prompts for emergency assistance
COMMUNITY PORTAL & OWNER'S ACCOUNT	Submit a request directly from the portal 24/7	www.camsmgt.com/owner
CHAT ONLINE	During business hours	www.camsmgt.com
PAYMENTS	All payment options & mailing address at	www.camsmgt.com/homeowners/make-a-payment



CAMS Procedures

CAMS, the professional management company selected by your community, has provided trusted guidance since 1991. As the Association's managing agent, we work at the direction of your Board of Directors on behalf of the Community. To better understand CAMS' role in your community, see below:

CAMS Responsibilities Include	Board Responsibilities Include
• Ordinary day-to-day management & carrying out Board policy • All Property Owner Inquiries • Coordinating Service Provider tasks & invoice payments • Billing the assessments for your Association & managing receivables • Conducting property inspections & coordinating rule enforcement according to Board policy • Accounting tasks & Financial reporting to your Board • Coordinating & providing expert guidance for the Association	• Making the BIG decisions! Your board sets Policy to govern your community • Selecting Service Providers & making contracting decisions • Approve your association's budget & determining assessments • Making Collections decisions within policy & with attorney guidance • Establishing Rules & making decisions regarding Compliance • Establishing Committees • Making decisions regarding common area management & amenities. • Relying on guidance from subject matter experts (CPA, legal etc.)



*The easiest way
to interact with
your HOA*

.....

BENEFITS OF YOUR ONLINE PORTAL

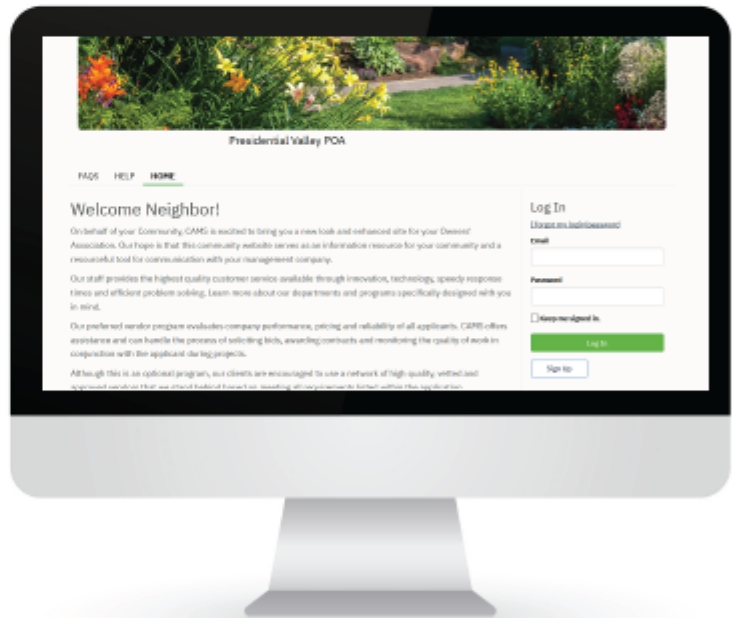
- Pay your HOA dues quickly & securely
- Easily communicate with your HOA
- Access community calendar of events
- Submit & check status of service & maintenance requests

...and much more

HOW TO LOGIN

CAMS HOMEOWNER PORTAL

STEPS TO LOGIN



.....

STEP

1

TO GET STARTED, GO TO:

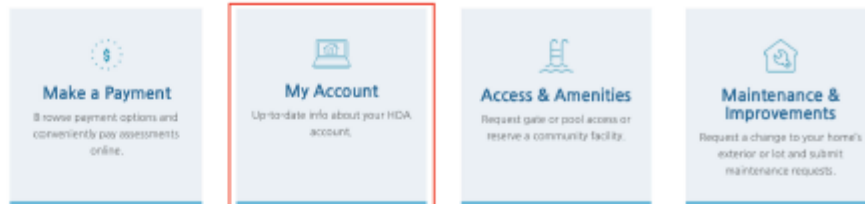
CAMSmgt.com and select Homeowner

STEP 2

Click on **My Account**

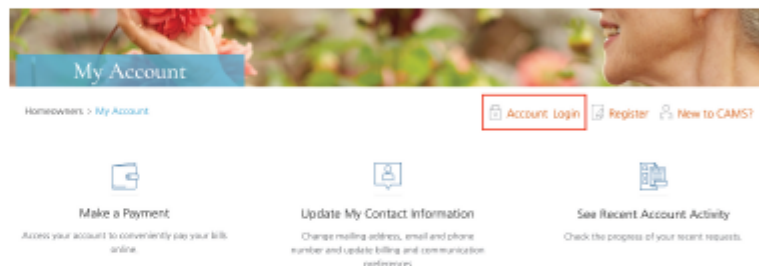
We are committed to meeting your needs.

That's why we make it easy for you to handle all your Community Association business right from your computer, tablet or phone.



STEP 3

Click on **Account Login** in upper right hand corner



STEP 4

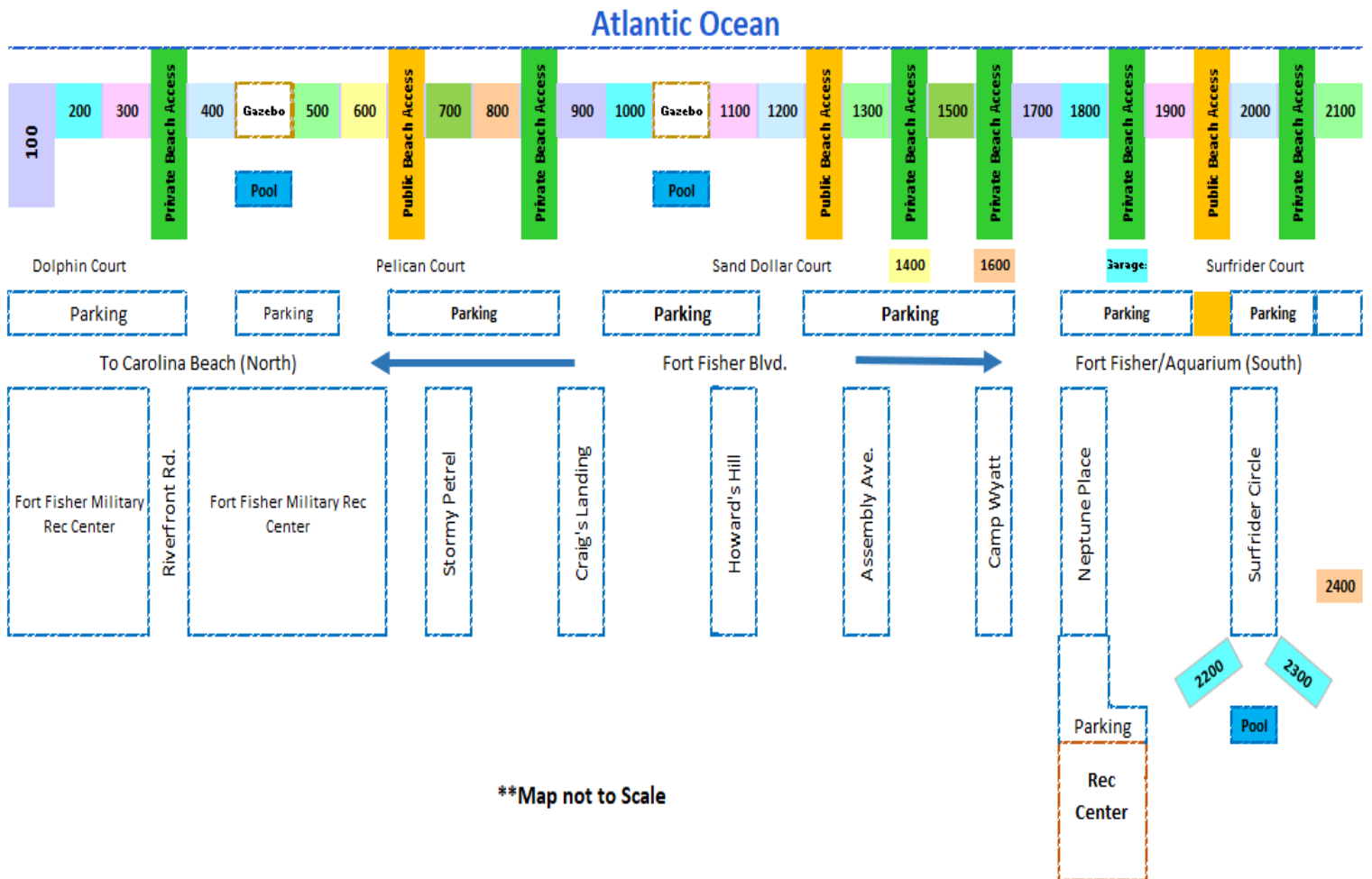
Enter the **email** and **password** provided in this email and select login.

*To change your password after you have logged in, click on **My Contact Info** in the left menu and the **Password** tab at the top of the screen.*

A screenshot of the CAMS login form. It features two input fields: 'Email' and 'Password'. Below these fields is a checkbox labeled 'Keep me signed in. (Do not use this on a s'. At the bottom of the form are three buttons: 'Login', 'Forgot Password', and 'Sign Up'. The 'Email' and 'Password' fields are highlighted with a red border.

EASY ACCESS To Everything You Need
CAMSgmt.com

Ocean Dunes Resort Map





FAQ Regarding Policies & Regulations

OCCUPANCY MAXIMUM

2 heartbeats per bedroom and 2 additional heartbeats for the living room, including infants and children.

PARKING RESTRICTIONS

- At no time should any vehicle be parked on the grass, landscaping, in another unit's space, or any area not specified as designated parking.
- Do not block access to stairs. People squeezing by may scratch or dent your vehicle, and OD is not responsible.
- Electric golf carts or automobiles must be directly connected to an outlet and cannot be charged off an extension cord.
- Up to 2 vehicles (if they fit) are permitted in the carport reserved for the unit with parking passes clearly displayed. Parking passes for short-term renters have an expiration date.
- Extra parking is available at the south end of the Recreation Center.
- Oversize vehicles may be parked at the Recreation Center with permission, a pass, & space permitting.
- Boats and boat trailers can only be parked in carports, and only if they completely fit.
- Any vehicle that is without a parking pass will be towed at the owner's expense, as will any vehicle violating any of these rules.
- Parking on Fort Fisher Blvd. is limited to marked head-in spaces near public walkways.

POOL & RECREATION CENTER HOURS

Tennis, basketball & shuffleboard courts, gym, showers, and sauna are open during the Recreation Center Hours.

Summer Season (April 1-Oct. 31)

9:00am – 9:00pm – 7 days a week

Off Season (Nov. 1-March 31)

9:00am – 8:00pm – 7 days a week

POOL PASS & REQUIREMENTS

- Each party must have an OD recreation center pass, outdoor pools included.
 - This pass must be completely filled out.
 - Unsupervised use by children is prohibited.
- NO food, NO drinks, water okay.

FITNESS CENTER

- Unsupervised use by children is prohibited.
- No wet bathing suits are allowed.
- Everyone must be wearing closed-toe athletic shoes: no sandals, flip-flops, Crocs, or bare feet.

TRASH

- Trash & recycling carts are available to all and are not assigned by unit.
- Recycling carts with yellow tops are for unbagged recycling ONLY.
- Please do not use the recycling carts for normal trash.
- If the cart is full, please place trash in another.
- At no time should trash be overflowing or outside of the carts. Call the office if you need another can.
- Do not leave broken furniture, umbrellas, etc. in carports.
- If large items do not fit in trash cans, arrange for a bulk-item pickup with the office.

GRILLS

No grilling is permitted on the decks or in the carports or within 15 feet of a building. There are several grilling stations located at picnic and gazebo areas.

PETS

Renters are not allowed pets on the property. Please do not feed the birds anywhere on the property.

TOWELS

Please do not hang towels, beach toys, bathing suits, etc. on the balconies or railings.

WALKWAYS

Only Ocean Dunes homeowners, renters, and their guests may use the private walkways/showers. All others must use the public walkways and beach accesses.

DUNES

Walking on the dunes is illegal and could result in a \$250 fine from KBPD.



The Complete Ocean Dunes Policies & Regulations

To enable the Association and the Board of Directors to maintain the common areas and facilities in a good state of repair, thereby minimizing the maintenance costs to the owners and to prevent overcrowding of the common areas and facilities, thereby preserving the health and safety of each owner and their guests, the Board of Directors of Ocean Dunes Homeowners Association, Inc. has approved, adopted, and implemented the following Policies and Regulations.

BE COURTEOUS - Owners and guests will treat the staff of Ocean Dunes with respect and courtesy. Failure to do so and the board will:

- Have a meeting with you to discuss the issue. If you are found to have violated this policy the Board can levy a fine up to \$100.
- Failure to pay the fine will cause the Board to consider suspension of your privileges for a period not to exceed 90 days. This applies to your guests and renters.
- Owners will be held responsible if their renters violate this policy.
- This policy takes effect June 22, 2013.

OWNER AND/OR GUEST REGULATIONS -

- Everyone must abide by Ocean Dunes Declaration and By-laws.
- No skateboarding or rollerblading on Ocean Dunes HOA property.

COMMON AREA PASSES - The recreational common areas and facilities of Ocean Dunes Condominiums are for the common use and enjoyment of the owners of Ocean Dunes and their guests. The Association shall issue an owner's pass to each individual or entity that is the owner(s) of record as shown on the Deed to each unit as recorded in the office of the Register of Deed of New Hanover County, North Carolina. Homeowner passes are issued annually in the month of May. All other persons are deemed as guests of the owner and must obtain guest passes to permit them to use the recreational common areas and facilities.

All owners, guests, and renters must always have their passes in possession when using the recreational common areas and facilities (including outdoor pools). Authority is given to the management and the Board of Directors to insist that any person using the recreational common areas and facilities without an owner or guest pass in his/her possession leave the facility immediately. If necessary, this regulation may be enforced by local law enforcement.

- The guest passes will be issued only for such periods of time that the guest intends to stay in the homeowner's unit.
- Homeowners who have guests that are not staying in the unit overnight must accompany said guest at any-and-all times that the guest is using the common area or facilities.
- Units utilizing rental agencies will be issued a guest pass by the rental agency and or homeowner renting the unit; these passes expire upon check-out time.

PARKING - Most units have ample parking in the designated carport area for (2) vehicles. Some units have designated spaces in the parking lot. Any additional parking at the condo unit is on a first-come basis where there is visitor parking.

- At no time should any vehicle be parked on the grass, landscaping, in another unit's space, or any area not specified as designated parking.

- Do not block access to stairs. People squeezing by may scratch or dent your vehicle, and OD is not responsible.
- Extra parking is available at the south end of the Rec. Ctr. Oversize vehicles may be parked there, space permitting.
- Boats and boat trailers can only be parked in carports, and only if they completely fit.
- Parking permits issued to each owner, with a sticker. Permits for short-term renters will have an expiration date. This is so that we can tell which cars parked here actually belong to owners and guests.
- Any vehicle reported that is without a parking pass will be towed at the owner's expense, as will any vehicle violating any of these rules.

TOWING - OD has contracted with a private towing company to tow vehicles parked illegally in non-spaces, in other owners' spaces or carports, or blocking access. Contact the Rec. Ctr. Office to report violations. The towing company will only respond to requests from OD personnel. The towing costs will be charged to the owner of the vehicle in violation.

GARBAGE - The Town of Kure Beach picks up trash every Monday (except Holidays). Trash cans will be pulled out by OD maintenance employees to the side of the street. Please make sure the trash is properly bagged and placed in any garbage cart in the carport under the unit. Do not place trash on the ground beside the garbage cart. If an additional cart is needed, please call the office. Also please make certain that vehicles are not blocking the cart so we can easily roll it out for pickup. No disposal of fish or bait is allowed on the premises.

RECYCLING - Waste Management picks up recycle bins each Monday. Recycle bins will be pulled out by OD maintenance employees to the side of the street along with the trash cans. If your building does not have adequate recycle bins, you may call the office and request one. Do not put trash in recycle bins (or recyclable items in trash bins). What can be recycled is marked on the cans. For example, plastic bags are not acceptable.

SECURITY - Ocean Dunes cannot be responsible for theft or acts of vandalism. Please turn the carport light on at night and lock vehicles. We do not have a security person on staff.

EMERGENCIES - For emergency medical, fire, or police assistance, dial 911. If we receive calls from people trying to get in touch with renters, we cannot assist them as we do not take care of the rentals from this office; therefore, do not have the needed information.

PETS - Per ARTICLE VIII 8.0(f): Owners of Ocean Dunes units are allowed one dog or cat. No pets are allowed by renters of units. Violators will be asked to board the animal immediately or leave at once. Dogs must always be kept on a leash.

Any owner wanting to add a second dog or cat must obtain prior board approval before acquiring a second dog or cat (for a total of 2 pets), which approval shall not be unreasonably withheld. Any homeowner with two 2 pets in residence prior to March 14, 2016 is not required to receive Board approval for those pets.

All residents, owners and tenants are required to carry with them a means of disposal and required to clean up after their pets. Failure to do this is a violation of the Town Ordinance. Ocean Dunes provides receptacles on the premises. The Town of Kure Beach does not allow dogs on the beach from April 1st through September 30th. Dogs must on a leash be when they are allowed on the beach. The KBPD will issue a summons otherwise.

EXTERMINATING - Regularly scheduled visits by an approved exterminating company are scheduled on the 2nd Tuesday of every month. This service takes place from Tuesday-Friday. During the summer season it is most

important that the exterminator is allowed entry to the units to prevent infestation. The exterminator is provided with keys and will enter after knocking and receiving no response. If no one is home, we have asked the exterminator to leave a notice with the date of the visit. Please make sure that if you have changed any of your locks that we have an updated copy of your key so they can spray your unit during scheduled visits. (Please check with the office for exterminating days).

DECKS - No signs, balloons or towels can be displayed on any exterior area.

PARTIES - Ocean Dunes will not tolerate loud music, disturbing parties, or fireworks (the Town of Kure Beach has a noise ordinance).

FIREWORKS - Fireworks (except sparklers) are illegal in Kure Beach, even on the beach, which is under the jurisdiction of the Town of Kure Beach. The fireworks themselves or their embers can blow back onto OD buildings and start fires.

FEEDING BIRDS - prohibited from decks and in all common areas.

GRILLING - is not allowed on any deck, in carports or within fifteen (15) feet of any structure. There are some grills provided throughout the compound. Please dispose of ashes properly in containers.

DUNES - Please do not walk on or throw garbage on the dunes. They are protected by town ordinances.

BEACH EQUIPMENT - Kure Beach Town ordinance Sec.12-43 states that all personal items and beach equipment be removed from the beach each evening. There is a copy of the ordinance in the office.

UNIT/BUILDING MODIFICATION GUIDELINES

Owners can modify their units, and, to some extent, the carport/garage/storage closet area. A unit is defined in the Declaration as being bounded by the interior surfaces of walls/ceiling/floors. Any modification, as defined by the Building Modification Form, requires permission from the Board of Directors. No units can be subdivided or combined.

To apply for permission, submit the Building Modification Form and wait for approval before starting any work. If you fail to do so:

- The Board will call a meeting with you to discuss the issue. If you are found to have violated this policy, the Board can levy a fine of \$100.
- If you have already done an unapproved modification, the Board can tell you to remove the modification.
- Failure to comply within 30 days will result in an additional \$100 fine being levied. Further \$100 fines will be levied every month until you comply.
- Failure to pay the fine may result in late fees. The fine will be automatically added to your monthly assessment, and payment of fines is prioritized to be deducted first from any monthly payment you make.
- This policy takes effect July 1, 2015.

OCCUPANCY OF CONDO UNITS - The maximum allowed number of persons including children staying in a unit is as follows:

One (1) Bedroom = Four (4) heartbeats
Two (2) Bedroom = Six (6) heartbeats
Three (3) Bedroom= Eight (8) heartbeats

RECREATION CENTER - GENERAL RULES

1. Children should not use the facility without adult supervision.
2. Before using the facility, all visitors must sign in the logbook and present your Homeowner or Guest
3. Pass and, if required, a driver's license.
4. Please clean up after you use the facility.
5. All doors leading from the pool area to the outside are to be closed and used in an Emergency only. The authorized entry and exit is the front door of the recreation center.
6. Do not wear wet swim attire into lounge or fitness room.
7. No alcoholic beverages of any kind are allowed in any area except the lounge when authorized and only individuals 21 years of age with valid identification.
8. Smoking is prohibited anywhere in the facility.
9. Tennis, basketball, and shuffleboard courts are open during Rec. Center hours.

INDOOR SWIMMING POOL RULES

1. Shower before entering the pool - it helps to keep the pool clean.
2. There are no lifeguards - please swim at your own risk.
3. No diving.
4. Lap swimmers have priority in the left lane.
5. No running, jumping from sides or horseplay.
6. No food or beverages in the pool area.
7. No rafts, balls, boards, or large flotation devices allowed. Noodles, water wings, life vests and infant safety devices are permitted.
8. No diapers in the pool, swim pants only. We have spares in the office.
9. Only swim attire allowed in pool.
10. Pool furniture cannot be reserved - first come basis.
11. Do not remove pool furniture from pool areas.
12. Children should not use the pool without adult supervision.
13. No electrical or audio equipment is allowed.
14. Please use trash receptacles.
15. Please do not throw any objects.
16. Buoy rings are for emergency only.
17. Do not exit the pool area from the exterior doors.
18. Do not enter the lounge from pool area or vice versa.
19. All personal items and equipment must be removed from the pool area each evening.
20. Persons using the indoor pool and hot tub must exit 15 minutes prior to closing time. This allows time to shower and dress.

HOT TUB RULES

1. We cannot be responsible for any problems associated with the use of the hot tub.
2. Pregnant women, elderly persons and persons suffering from disease, HIV, diabetes, high or low blood pressure should not use the hot tub without the express permission of a doctor.
3. Do not use the hot tub while under the influence of alcohol, tranquilizers or other drugs or prescription medications that can cause drowsiness or that raise or lower blood pressure or would be counter-indicated by a physician.
4. No person with a communicable disease transmitted by water shall use the hot tub.
5. Unsupervised use by children is prohibited.
6. Enter and exit slowly to prevent slipping or falling.
7. Observe reasonable time limits (usually 10 to 15 minutes) then leave water and cool down before returning for another brief stay.
8. Long exposure can lead to dizziness, nausea, or fainting.
9. Keep all breakable objects out of hot tub area.
10. No food or beverages are allowed in the hot tub area.
11. Only swim attire is allowed in the hot tub.
12. Persons using hot tub area should exit 15 minutes prior to closing to shower and dress.

SAUNA RULES

1. We cannot be responsible for any problems associated with the use of the sauna.
2. Pregnant women, elderly persons and persons suffering from disease, HIV, diabetes, high or low blood pressure should not use the sauna without the express permission of a doctor.
3. Do not use the sauna while under the influence of alcohol, tranquilizers or other drugs or prescription medications that can cause drowsiness or that raise or lower blood pressure or would be counter-indicated by a physician.
4. Unsupervised use by children is prohibited.
5. Observe reasonable time limits (usually 10 to 15 minutes).
6. Long exposure can lead to dizziness, nausea, or fainting.
7. Do not pour water on the rocks for safety reasons.
8. No food or beverages are allowed in the sauna.
9. Please do not use sauna room as a dressing area.
10. Persons using sauna areas should allow 15 minutes to shower & dress prior to closing time.

FITNESS ROOM RULES

1. Dry off before entering.
2. No wet swim attire allowed.
3. No food or beverages are allowed in fitness room.
4. Unsupervised use by children is prohibited.
5. Wipe down equipment after use.
6. Use fitness equipment at your own risk. Check with your doctor for physical symptoms or ailments that may present a danger with the use of these machines.
7. Appropriate shoes must be always worn.

LOUNGE FACILITIES RULES

1. Homeowners and the public may reserve the Lounge for meetings or other functions; these rules are set forth in the Homeowner & Non-Homeowner Rental agreements. It includes an hourly fee and a refundable deposit. All rental agreements and funds must reach the office 10 days prior to the agreement to be valid.
2. An adult must always accompany and remain in the Lounge with children.
3. The pool and fitness center are not part of the rental agreement.
4. Persons using lounge area should allow appropriate time to clean up prior to closing time.
5. Please leave lounge area in the same condition prior to use.
6. Room capacity is 30 persons.
7. No wet bathing suits or towels allowed in the Lounge.

TENNIS, BASKETBALL & SHUFFLEBOARD COURTS RULES

1. Absolutely no skateboarding, roller blading or riding bicycles on the courts.
2. Please observe the instructions posted near the tennis, basketball, and shuffleboard areas. Equipment and game rules are available for checkout at recreation center office.
3. You must have a valid driver's license to check out recreation equipment.
4. Tennis courts must be reserved. Upon checking in a driver's license must be left with the staff. Appropriate tennis shoes must be worn. Courts must be locked up at the end of the day.
5. Basketball courts are on a first come basis. Upon checking in a driver's license must be left with the staff until the key is returned. Appropriate basketball shoes must be worn. Courts must be locked up at the end of the day.
6. Tennis, basketball, and shuffleboard court hours are the same as the recreation center hours and will close at the specified time every day.

OUTDOOR POOL RULES

1. Shower before entering the pool - it helps to keep the pool clean.
2. There are no lifeguards - please swim at your own risk.
3. Guest passes are required and will be checked.
4. No diving.
5. No running or horseplay.
6. No food or beverages in the pool area.
7. No rafts, balls, boards, or large flotation devices allowed. Noodles, water wings, life vests and infant safety devices are permitted.
8. No diapers, swim pants only.
9. Pool furniture cannot be reserved - first come basis.
10. Do not remove pool furniture from pool areas.
11. Children should not use the pool without adult supervision.
12. No electrical or audio equipment allowed.
13. Please use trash receptacles.
14. Do not throw balls or other objects.
15. Buoy rings are for emergency only.
16. Do NOT climb over gates around pool under any circumstance - violators will lose their privileges.
17. Pool hours are 9am – 8:45pm (or dusk).
18. We are not responsible for persons whose health may be comprised by sun and activity not prescribed or healthful to an adult.
19. Only swim attire is allowed in the pool.

COLLECTIONS POLICY - The Board deems it to be in the best interests of the Association and its members to adopt a policy for the collection of late assessments, late interest, and/or late fees that is consistent with the Declaration of Covenant, Conditions and Restrictions for Ocean Dunes Homeowners Association, Inc., and North Carolina State Statute 47F, also known as the North Carolina Planned Community Act.

I. ASSESSMENTS

- A. Each homeowner will be billed assessments in advance for their specific unit size and location, calculated each year when the budget is determined.
- B. Payment will be due monthly.

II. DELINQUENCY ASSESSMENT CHARGES

- A. Late Fee: For each month that a homeowner is delinquent, the homeowner will be charged a late fee of 10% of total monthly assessment.
- B. Late Interest: For each month that a homeowner is delinquent, the homeowner will be charged late interest in the amount of 18% per annum or 1.5% per month.

III. DELINQUENCY CONTROL PROCESS

- A. For every elapsed thirty (30)-day-period for which an assessment is delinquent, a Delinquency Notice will be sent to the homeowner. The sequence of Delinquency Notices shall be as follows:
 - a) Friendly reminder notice sent 30 days after due date of assessment.
 - b) Fifteen (15)-day-demand letter, which is a pre-lien letter at 45 days after due date of assessment.
- B. If the delinquency assessment amount remains unpaid after the time for cure established in the 15-day-demand letter has elapsed, the board authorizes the management company to:
 - 1. At 60 days past due date, turn account over to an attorney for the purpose of obtaining a lien against the subject property
 - 2. At 60 days past the filing of the lien, send a notice to the board of the balance due and an Authorization to Foreclosure form.

IV. PAYMENT PLANS AND LATE FEE WAIVER REQUESTS

- A. Payment Plans: Upon written request by the homeowner, the board authorizes the management company to establish and monitor payment plans for homeowners, subject to the homeowner's payment of the management's company's administrative fee. Payment plans shall be administered upon the following terms:
 - 1. For delinquent accounts, the approved plan is 25% of the outstanding delinquent assessment amount owed to be paid immediately upon approval the payment plan, with the remainder due in no more than 12 equal monthly installments. This amount shall be paid in addition to any assessments that come due during the payment plan period.
 - 2. Payment plan requests that offer better terms for the association than those above outlined shall be automatically approved.
 - 3. All payment plans shall be payable via automatic bank draft.
- B. Late Fee Waivers: Upon written request by the homeowner, the board authorizes the management company to grant the homeowner a waiver of late fee:
 - 1. Only once per year as a courtesy to the homeowner.
 - 2. Other: with approval of board.

- V. This policy shall remain in force and effect until such time as it is either changed or dissolved by the board.

VIOLATION ENFORCEMENT PROCESS

Revision Log:

- 2/3/2016 – Original version
- 5/19/2017 – Grandfather condition for pets updated to reflect policy change approved by the Board to allow a second pet.

The Board of Directors of the Ocean Dunes Homeowners Association (ODHOA) deems it to be in the best interests of the Association and its members to adopt a process for the enforcement of the Bylaws, Declaration, and/or other duly adopted “Rules and Regulations” of the Association that is consistent with applicable provisions of the governing Bylaws and Declaration.

This process is effective on March 14, 2016(Effective Date).

- Certain violations existing prior to February 1, 2016 (Pre-existing Conditions) as defined in Exhibit 2 will be allowed for the period and under the conditions as described. Such violations will be considered ‘Grandfathered’ violations.
- Owners with these Grandfathered violations must notify the Management Company of the existing violation prior to the Effective Date of this process, or the burden will be on the Owner to prove the violation was a Pre-existing Condition upon receiving a violation notice.
- If an Owner has a Pre-existing Condition not listed in Exhibit 2 that they feel should qualify as a Grandfathered violation, the Owner may submit a request to the Board for consideration prior to the Effective Date.

If a rule has its own, specific, documented violations process, that process takes precedence over those in this document for that particular rule.

Process:

1. Regular inspections of Association property, the purposes of which are to note and cite violations of the Declaration, Bylaws, and/or duly adopted Rules and Regulations, shall be conducted by the management company.
2. Barring holidays or other circumstances that make it impossible or impractical to do so, property inspections shall be conducted monthly.
3. The notification, fine and hearing procedure is defined in Exhibit 1.
4. The Management Company is authorized to disseminate violation notices.
5. Owners being cited or fined for violation(s) will be responsible for contacting the management company upon cure of the subject violation.
6. Owners are responsible for the actions of those they either rent their unit to or allow others to use.

Notification, Fine and Appeal Procedure

- 1st warning: A Friendly Reminder letter will be issued for violation and no fine assessed with a request for correction within 14 days. Exceptions which must be remedied within 2 days are (1) life-safety issues (2) pet-related violations.
- 2nd warning: a 2nd letter will be issued for the violation which will include a notification of a hearing and a potential fine (pending hearing) assessed of \$100.00.
 - The hearing date will be no less than 10 days out.
 - If for any reason, an Owner does not attend the hearing scheduled after receiving notification, the Owner waives the right to an appeal or hearing, and the Board of Directors will approve of the fine assessments to continue until violation is rectified. With prior notification to the Management Company, the Owner may attend the hearing by phone or provide a letter of explanation in lieu of attending the meeting.
 - As a result of the hearing, a letter will be mailed to the Owner notifying them of the decision of the Board.
 - If the Board decides that the violation requires correction, the fine will be assessed and the Owner will have 14 days to correct the violation.
- 3rd warning: a 3rd letter will be issued for the violation if it has not been corrected upon which a \$50.00 weekly fine will be assessed until the violation is corrected.
 - As noted above, the Owner will be responsible for notifying management of the correction of the issue in order to stop the recurring fines.
- A repeat incident of a prior, previously corrected violation by the same Owner will not receive any warnings but will instead immediately be issued a 3rd warning with the commensurate fine(s).
- Fines will be added to the Owner's monthly statement to the normal payment procedures and are subject to the same regulations as other assessments.

Grandfathered Violations Procedure

- Declaration Article VIII (f) and Rules and Regulations "Pets"
 - Regarding renters with a pet, a current renter with a pet may remain until the end of the current rental period (excluding automatic renewals or extensions). The Owner shall
 - not accept any new rentals with pets or extend the current rental period. The Owner will be required to furnish proof of the current rental commitment clearly showing the start and end dates of the rental period. This exception does not relieve the renter from adhering to ODHOA restrictions regarding pets including the requirement that all pets are leashed when outside of the unit.
 - Regarding owners with a second pet (cat or dog), such Grandfathered pet may remain until such time as the pet becomes deceased or otherwise no longer resides with the owner. Owners wanting to acquire a second pet after March 14, 2016 must obtain board permission.

Declaration Article VIII (d, g) – Regarding modifications to the exterior of the building or to the common area, such Grandfathered changes may remain unless they interfere with property maintenance by the ODHOA or infringe on another Owner's ability to enjoy their property. If such modifications are removed or fall into serious disrepair, they may not be replaced. Furthermore, if the modifications fall into disrepair, the Board may require their removal.

Although technically a violation, unobtrusive exterior wall decorations will normally be permitted if they are contained entirely within your unit's ocean side (i.e., opposite street/parking side) deck area.



Recreation Center Operating Procedures During Covid-19 Restrictions

The policy for usage at the Ocean Dunes Recreation Center will be as follows:

1. The Recreation Center will open from 9:00am to 6:00pm each day.
2. The indoor pool will be open from 9:00am to 6:00pm and will be closed each day from 1:00pm to 2:00pm for cleaning and disinfecting. You will need to make a reservation to use the pool by logging into your owner portal and submitting the request, calling the Recreation Center at 910-239-1370 (option 1), or by coming into the Recreation Center beginning Friday, October 16th. Please note that there is one (1) hour limit for each reservation made.
3. The fitness center will be open from 9:00am to 6:30pm each day. Only one person will be allowed in the fitness at any given time. You will need to make a reservation for the time slot you wish to use the fitness center. Each time slot will have an hour time limit for usage. There will also be a 30-minute space between each reservation for disinfecting to be completed by OD on site staff. You will need to make a reservation to use the pool by logging into your owner portal and submit the request, call the Rec Center at 910-239-1370 option 1 or by coming into the Rec Center beginning Friday October 16th. Please note there is a 1 (one) hour limit for each reservation made.
4. The pool and the fitness center will be monitored by Cams staff for compliance.
5. Maximum occupancy at the indoor pool shall be no more than twelve (12). This number reflects the total number of individuals inside the doors of the pool, whether in the water or out. The maximum capacity in the fitness center shall be no more than one (1).
6. The maximum number of people in the hot tub at any time will be limited to 1 person.
7. All required signage will be posted at the entrance of the pool and fitness center in the most visible area of entrance.
8. The procedures and safety precautions meet the required State standards for public pools and fitness centers concerning the Covid19 guidelines.
9. The Board of Directors of Ocean Dunes and the Community Manager may close the pool and/or fitness center at any time if policies are not followed. Continued violations may result in the closure of the Rec Center until further notice.
10. The closure of the pool, fitness center and/or Rec Center may only be done by a Board Member or Heather Doolittle/Community Manager or James Benson/Facility Manager.
11. There will only be 12 pieces of pool furniture for use at the indoor pool.
12. No pool toys are allowed.
13. No food is allowed.
14. You must wear a mask and sanitize your hands upon entering the Rec Center and prior to leaving. The mask must be worn throughout the Rec Center unless you are inside the indoor pool facility or inside the fitness center.
15. The Community Manager will report via email to all Board Members of any compliance issues that may come up.
16. It will be the responsibility of the Community Manager to formulate the schedule for staffing needed for monitoring of this policy if at any time staff is unavailable then the Community Manager will close the Rec Center until staffing available.



Owner vs HOA Responsibility for Repair, Maintenance & Replacement

This document defines who “owns” various parts of a unit, & limited common areas such as decks, carports, garages, and storage closets/chests based on the Declaration.

“Ownership” means that if an item listed as an owner responsibility breaks or needs replacing, it is up to the owner to repair it or replace it. Owners are responsible for maintaining appliances & HVAC systems so that they do not cause problems in the unit, in another owner’s unit, or in common areas.

****Note:** if anything defined as an owner responsibility causes damage to another unit and/or common areas, it is up to the owner or the owner’s insurance to pay for those damages. Examples include a hot water heater that leaks into the unit below, or a fire started by an overloaded outlet.

What	Who is Responsible		
	HOA	Owner	Insurance Coverage
Within unit:			
Surface of walls, ceilings, floors & coverings		✓	
Appliances		✓	
HVAC system & drain line within wall Owner owns the HVAC system	X	✓	
Ducts & vents & coolant line in wall	✓	✓ If Upgraded	
Electrical wiring within walls (original)	✓	✓ If Upgraded	
Pipes within walls (original)	✓	✓ If Upgraded	
Lighting fixtures, fans, electrical switches & outlets		✓	
All visible pipes, drains & plumbing fixtures within unit’s interior space		✓	
Interior doors		✓	
Exterior doors (including storm door) – follow specs		✓	
Windows & sliding doors & screens – follow specs		✓	
Fireplaces & chimney flue		✓	
All owner upgrades since original construction		✓	
On Decks/entryway:			
Lighting fixtures	✓	✓ Replacing bulbs	
Electrical switches & outlets connected to unit’s electrical system		✓	
Hurricane shutters – follow specs		✓	
Doorbell		✓	
Siding/Paint/Wood/Railings	✓		
In carports/garages/outside (limited common areas):			
Freestanding garage (the building)	✓		
Garage lighting fixtures	✓	✓ Replacing bulbs	
Garage electrical switches & outlets		✓	
Garage windows & doors – follow specs		✓	
Storage closet structure (walls, framing)	✓		
Storage closet door – follow specs		✓	
Storage closet lighting fixtures	✓	✓ Replacing bulbs	
Storage closet electrical switches & outlets		✓	
Storage chest/locker/box		✓	
Water hose		✓	
Water faucets	✓		
Carport electrical switches & outlets	X	✓	
Carport lighting fixtures	✓	✓ Replacing bulbs	
Fuel tanks		✓	
Exterior AC unit & platform		✓	
Cleaning garage/carport interior		✓	



What Every Homeowner Should Know About Condominium Insurance

Overview

A portion of your association dues goes toward the insurance premium of the homeowners' association. This premium insures common property, any employees, most liability exposures, vehicles, theft of monies, and professional liability for the board. In this overview we will clarify where the homeowner's association's responsibility ends and yours begins regarding coverage for your unit. We will also provide you with basic risk management tips and suggested insurance coverage you should have. We are not professional insurance agents, so these are recommendations. Please discuss this with your insurance agent to finalize the coverage appropriate for you.

Loss Adjustment/Condominium Unit Definition

There are three methodologies to define a unit for insurance purposes. Each methodology has its own idiosyncrasies – both positive and negative. Each association has its own priorities and reasons for choosing a particular method. However, with any of the three methodologies, communication is the key to successful and equitable loss adjustment and settlement.

1. **Bare Walls** is simple; everything inside the unit is the responsibility of the unit owner. This method can often make overall insurance costs (unit owner and association) more expensive.
 - With bare walls, it is critical that all unit owners are told that they are responsible for ensuring these improvements and they should regularly update their own values with their insurance representative. Failure of the unit owner to keep up with their values will cause serious problems in the event of a loss.
2. With **All In**, all of the improvements are the responsibility of the association to insure. Adjustment of losses is simpler as the association and the unit owners all negotiate with one insurer. There is normally no ambiguity regarding loss payment responsibility.
 - It is important that the Homeowners Association regularly obtain updates from the individual owners of improvements made to the unit and their value, so that the reported building limit can be kept current with the association's insurer. It is not as equitable for the unit owners as the cost of all improvements are distributed among all homeowners. If one unit has extensive changes and the other does not, the additional cost for the value of the changes and the subsequent insurance cost are divided among the two.
3. **Original Specifications (Ocean Dunes' current method)** presents its own complications. The Homeowner's Association must regularly remind the unit owners to keep their own insurance current by and ensuring any improvements that are "upgrades" from what originally came with the unit. Below are listed the original specifications for the units.

All units except 1800 & 1900:

- All appliances were Whirlpool.
- Kitchen stove was a drop-in self-cleaning electric with electric elements, no microwave.
- There was a re-circulating hood fan above the stove.
- The washer/dryer was an apartment size stack unit.
- The hot water heater was a tall 50-gallon electric unit.
- The kitchen sink had a garbage disposer.
- The living room and bedrooms were carpeted of medium grade.
- The hallways, bathroom and kitchen had vinyl flooring of medium grade.
- The kitchen had fluorescent lighting.
- The hallways had small fixtures for incandescent bulbs.
- The bathroom had globe fixtures above the sink.

- The bathrooms had re-circulating vent fans.
- The dining room had track lighting.
- The kitchen cabinets, bathroom vanities and bar were low- to mid-builder's grade.
- The kitchen and bar had laminated Formica tops and the bathrooms were cultured marble tops.
- The HVAC was builder's grade, and the owners are responsible for the condenser.

Units 1800 & 1900:

- All appliances were Whirlpool.
- The kitchen stove was a slide in with electric elements and a self-cleaning oven and an integral microwave.
- The washer was a full-size unit.
- The dryer was a full-size unit.
- The hot water heater was a 50-gallon tall electric unit.
- The kitchen sink had a garbage disposer.
- The master and middle bathrooms had Jacuzzi tubs.
- The master was combination Jacuzzi, steam room.
- The third bathroom had a stand-up shower (1801, 1802, 1803).
- The house was carpeted throughout including the sunroom and bathrooms with a medium grade carpet.
- The kitchen had vinyl flooring of medium grade.
- The kitchen and laundry room had fluorescent light fixtures.
- The bathroom lighting was globe fixtures above the sink.
- The combination bathroom fan and light were externally vented.
- The hallways had small fixtures for incandescent bulbs.
- The kitchen cabinets had fluorescent lighting under the top unit.
- There was a chandelier in the dining room.
- There was an ice maker in the bar area.
- There was a trash compactor.
- The kitchen cabinets, bathroom vanities and bar were low to mid builder's grade.
- The kitchen and bar had laminated Formica tops and the bathrooms were cultured marble tops.
- The HVAC was builder's grade, and the owners are responsible for the condenser.
- Units, 1803 (x4), 1804 (x4), 1901 (x2), 1904 (x2), had the referenced number of "Roof Windows" (Skylights).

The windows, sliding doors and roof windows for all units were contractor grade for the 1980s. Any hurricane shutters and storm doors that exist are not part of the originals specs and were installed by individual owners.

The unit owner and their insurance agent need to accurately calculate the value of their improvements and compare this value to the original specifications.

At the time of loss adjustment, the Ocean Dunes' building insurer will need to coordinate with the unit owner's insurer to allocate who pays for what. This method could expose the unit owners to an uninsured loss if they have not purchased appropriate coverage or have elected not to purchase insurance.

Suggested Insurance Coverage

The insurance that you should use for your condo is referred to as an HO-6 policy. Not all HO-6 policies provide the same scope of coverage. Choose an agent versed in HO-6s. There are several parts of an HO-6 form.

Coverage A – Dwelling, Additions & Alterations covers the value of the additions or alterations from the original specification. Losses should be adjusted at replacement cost, up to the policy limits, not actual cash value.

Coverage B – Other Structures covers other structure around the property, which is not used for business, except as a private garage.

Coverage C – Personal Property covers personal property, with limits for the theft and loss of particular classes of items (e.g., \$200 for money, banknotes, bullion, coins, medals, fine arts, jewelry, etc.). Although more costly this coverage should also be on replacement basis. If you have these items in your condo you may need to purchase separate jewelry, fine arts, precious metals floaters to cover this exposure.

Coverage D – Loss of Use/Rents/Additional Living Expenses covers expenses associated with additional living expenses (i.e., rental expenses) and fair rental value.

Coverage E – Personal Liability covers the liability for bodily injury or property damage that occurs within the walls of your unit not covered by the master policy. \$300,000 or \$500,000 would not be an unreasonable limit. This should dovetail with your personal umbrella policy for additional limits.

Coverage F- Medical Payments covers medical payments for those injured on your premises due to your negligence.

Loss Assessment coverage is an additional coverage, and as discussed below, can be worded different ways. Limits are your option and usually begin at \$1,000.

Two areas to review with your agent are:

1. You want to have as broad a special assessment coverage as possible; some cover only assessments for damage caused by the HOA itself, others broaden it to cover special assessments resulting by damage caused by perils covered in the master policy, and others broaden it further to include special injury claims and even further to include assessments caused by an error in judgment by the Board of Directors.
2. Share with your agent the original specifications standard used by Ocean Dunes in evaluating a property loss so that your policy dovetails properly with it. It is best to err on the side of being conservative and maintain a broader scope of coverage and perhaps more than is necessary.

Insurance Coverage Enhancements for Rental Units

If you rent out your condominium unit, there are some additional coverage enhancements you should look at in your insurance form.

- If your unit is insured as a business entity for your property and general liability coverages, your form is probably sufficient, but you need to verify with your insurance agent about the commercial handling "of your unit."
- If your unit is not insured as a business enterprise and you use the personal HO-6 format, there are some potential issues in your basic form:
 1. Property that is in a unit regularly rented or HELD FOR RENTAL to other parties by any insured is not covered.
 2. The peril of theft does not apply to a loss from a resident's premises rented by an insured to a non-insured party.
 3. An HO-6 that is not endorsed excludes bodily injury and property damage in connection with a business but does allow limited coverage if the unit is rented on an OCCASIONAL basis. The term "occasional basis" is not usually specifically defined timewise and therefore the insurance carrier might apply any interpretation.

To fill these gaps, you should ask your agent to price and add the endorsement HO-1733 or its equivalent to your current HO-6 policy.

There are some other generic improvements that you should consider and discuss with your insurance agent. While the form numbers shown are the most used, some insurance carriers use their own numbering system. The description shown should be enough to identify the endorsement for your agent. These are:

- HO-0428 Limited Fungi, wet or dry rot, or bacteria coverage
- HO-0435 Loss Assessment coverage
- HO-0454 Earthquake Coverage
- HO-0490 Personal property replacement coverage
- HO-1731 special all risk personal property coverage
- HO-1732 special all risk dwelling coverage
- HO-XXXX if you have valuable personal property

Discuss these with your agent and ask your agent for any other suggestions for further enhancements to protect your situation.

One final item: your insurance carrier places responsibility on you as a policyholder. Whenever there is a claim, your insurance carrier has provisions in the contract regarding prompt reporting of claims and it is important that you comply with these provisions. You do not want your carrier to make claim-adjusting difficult for you because of late reporting. You should notify your agent as soon as practical of any claim you may have, even if it may only constitute a minor part of the total adjustment. Your personal agent will handle it and thereby save you hassles in the future.

All the above are recommendations. The ultimate decision as to what coverages and limits you have is your choice, with the advice of your agent.



Recommended Risk Management Techniques

1. Photograph any improvements that have been made in your unit.
2. Keep copies of any improvement invoices etc.
3. Make a list of replacement appliances and improvements made.
4. Make a list and photograph all contents so an adjustor can see what the property looked like prior to a loss.
5. Keep all documentation somewhere else besides the condo.
6. Keep your storage area clean and free of flammable items such as paint, gasoline, or solvents.
7. Don't block the breakaway walls on the Oceanside units.
8. If you can't understand your agent and are unable to get the coverage, you should shop for a more knowledgeable agent.
9. If a fire occurs in your unit, protect yourself first, and call the fire department – 911.



What to Do if You Hire a Contractor

Your HO-6 insurance policy does not cover contractors. If they are injured on your premises while doing work for you, your policy will not pay for those damages. Nor will it pay for any damages that the contractor might cause. You would be responsible to pay for those damages out of your own pocket and then need to sue the contractor later to recoup those costs.

You should make sure that your contractors have their own coverage for both general liability and workers comp. The general liability is for damages that they may cause, and the workers comp is for themselves and employees of theirs.

Just because they tell you they have coverage, don't believe them. Ask for a certificate of insurance. The certificate will show you their insurance carrier and the effective dates of the coverage. Although many contractors need to be licensed by the state, there is no requirement for them to have insurance. The only exception is some states have a lower certificate of exception for workers compensation coverage for small contractors.

Many contractors will say their company just too small for insurance and they can't afford it. A typical liability policy for a small contractor costs them between \$2 and \$3 a day for a minimum \$100,000-limit liability policy. This will provide you with protection from third-party claims of property damage and bodily injury that the contractor might cause.

You can't afford to deal with a contractor that is uninsured. Again, the Board of Directors is not a professional insurance organization, and these are only sound recommendations. If you have questions on this, again, your agent should be able to help you.



Kure Beach Rules & Regulations

Ordinance	Penalty for	
	1 st Offence	2 nd Offence
No alcohol consumption or open containers of alcohol on beach and public property.	\$50.00	\$150.00
From October 1st through March 31st, when dogs are allowed on the beach, all dogs are required to be on a leash or restraint lead not to exceed 15 feet.	\$150.00	
All dog owners are required to clean up their pet's waste.	\$150.00	
Dogs are not allowed on the beach from April 1st through September 30th.	\$150.00	
Unauthorized vehicles are prohibited on the beach strand.	\$25.00	
No sleeping on the beach after 12:00 midnight.	\$25.00	
Nudity, thong bathing suits or other similar attire is prohibited.	\$25.00	
No leaping from commercial fishing pier within town limits.	\$250.00 and/or 30 days in jail.	
Litter and glass bottles are prohibited on the beach strand.	\$150.00	
No boats & jet skis within 300 feet of high tide mark.	\$25.00	
Trespassing on sand dune areas is prohibited.	\$100.00	
Fires and grills are prohibited on the beach strand.	\$100.00	
Beach equipment (volleyball nets, chairs, umbrellas, fishing gear, etc.) cannot be left on the beach unattended between the hours of 7:00pm and 8:00am.	\$50.00 & equipment removed.	
No equipment of any type is allowed within 15 feet of the dune line or turtle nests or within 25 feet of emergency access points.	\$50.00	
No excavation (sand holes, etc.) permitted on the beach which is not filled in immediately upon completion and sand returned to the condition that existed prior to excavation.	\$100.00	

KEEP OFF THE DUNES
It's the Law!
Punishable by Fine
And/or Imprisonment
K.B. Code Section 1.14