

OTTER CREEK LANDING HOMEOWNERS ASSOCIATION RIGHTS/RESPONDIBILITY (amended 8/2020)

If you need clarification or more details regarding any information listed below, refer to OCLHOA Articles of Incorporation, Declarations, by-laws, and rules posted on the OCLHOA website. Additional information is can also be found in the NC Statute 47A or by contacting the property manager.

Insurance premiums are a large expense in the Homeowners Association budget. The -association has a “grandfathered in” full replacement coverage fire/wind/storm policy. Such policies are no longer written for coastal regions. To keep our costs as reasonable as possible, we have very high deductibles, and we must take steps to protect the insurability of the property. Furthermore, it has long been the sentiment of the community that Owners/Renters are entitled to quiet enjoyment of their residences and limited common areas. We also have taken every action possible to comply with NC state laws, codes other regulations.

The following rules are in support of the above objectives:

Insurance Related:

1. **All owners must carry a homeowner’s HO-6 or DP-2 policy.**

The association agent recommends that homeowners have at minimum a policy to cover the association’s blanket deductible of \$20,000 plus replacement costs for their personal possessions and contents. Owners are advised to take pictures or a make a recording of the unit interior as well as retain receipts for any upgrades or purchases. *A current copy of the policy declaration is to be sent to the management company.*

Note: The association's Articles of Incorporation (Art. IV, sec 5, 6, 7 and Art X, sec. 5, 6) delineates the association's insurance responsibilities and that of the homeowner. A homeowner who believes he has a legitimate claim against the association's insurance should contact the property manager to determine liability and procedures to follow.

2. **Use or storage of gas or charcoal grills or an open fame on decks is prohibited by NC State law.** An assessment of \$100 per day will be levied against a homeowner in violation of this regulation until the date upon which the violation is corrected.

3. Owners are encouraged to provide management with a key to their unit and rear garage door for use in case of an emergency. Owners who fail to provide a key are responsible for any and all costs which could have been avoided by more timely access to the unit.

4. **Dogs must be leashed and accompanied by (in the presence of) its owner when outside.** Since common areas are shared areas, please avoid them when allowing your animal to relieve himself. Owners must bag and properly dispose of any animal waste.

Rentals:

Owners choosing to rent their units can do so only on a long-term (yearly) basis.

For security and safety reasons, when renting a unit an owner must notify the property manager of renter’s name and phone number and *a copy of the rental agreement must be provided to the property manager prior to the renter occupying the unit.* Owners must also notify the property manager when

there is any change in rental status. It is the homeowner's responsibility to notify the renter of all OCL rights/responsibilities, guidelines, and any updates provided by the association. If any owner has rented their unit, their rights to pool and other common areas are given to the tenant. Owners shall not use pool while unit is rented. *An assessment of \$100 per day will be levied against a homeowner in violation of this regulation until the date upon which the violation is corrected.*

Decks:

1. **No container/tub holding more than 10 gallons of water can be placed on deck areas.**
An assessment of \$100 per day will be levied against a homeowner in violation of this regulation until the date upon which the violation is corrected.
2. **It is the homeowner's responsibility to maintain his/her deck boards.**
Periodic pressure-washing and sealing is recommended to preserve the deck boards. Replacement of individual damaged or worn deck boards with like material is the homeowner's responsibility. Should a homeowner wish to replace his entire deck, he may do so using exterior treated wood boards or composite boards such as Trex®. The owner must notify the property manager of his intent to replace the deck and when the work will be done so that an inspection of the underlying supports can be conducted and repaired if necessary. Maintenance of all structural members supporting the decks is the responsibility of the association.
3. **Decks are not storage or laundry drying areas (e.g. drying towels over railings).**
Owners/Renters should prevent the development of any unclean, unsightly, or unkempt conditions of common and limited common areas.

Pool:

Common areas and facilities, including the pool, are for the use and enjoyment of all owners/renters and their families.

1. **Non-resident guests are welcome at OCL accompanied by their owner/renter host.**
Owners will be provided with 2 pool tags and a non-reproducible key to the pool area. Visitors/guests must have pool tags when using the pool. Children 14 and under must always be accompanied by an adult. It is the owner's responsibility to pass the pool tags and the pool key on to a new owner when selling his unit. There will be a \$25 charge for a replacement pool tag and a \$100 charge for a replacement pool key.
2. **Animals are not allowed on the pool decking or in the pool.**

General:

1. **Trash must be placed in the large dumpsters or the recycle bins.**
Receptacles can be found in two locations: the parking lot in the cul-de-sac area on the Teakwood side of the complex (which is shared with the Otter Creek Landing Yacht Club) and in the homeowners' parking lot of the 1200 bldg. Any large items must be broken into smaller pieces before placing in the dumpsters or the unit owner must make his/her own arrangements for removal. Boxes also must be broken down and placed in the recycle bins. No items should

be left outside of the containers

2. **Structural modifications, alterations, or improvements that would alter or change the appearance of the exterior of a unit, building, or the complex require prior written approval.**

Owners who wish to make a modification to the exterior of a unit, limited common area, landscape or common area must make a written request using the Architectural Review Form and receive approval from the Board of Directors. Renters must work through the respective unit owner.

3. **No signs, billboards, advertising or unsightly objects are to be affixed, placed or erected on the exterior of individual units, common, or limited common areas.**

4. **Trailers, tents, sheds, campers are not to be placed on the property at any time.**

5. **Visitor spaces are for temporary use by visitors, not homeowners or renters.**

Respect your neighbor's parking area. Do not park in another owner's parking space without his permission. There is overflow parking near the 800 building. There is also limited overflow (no overnight parking without permission from OCLYC) parking at 0 Teakwood Drive. This parking lot is owned by the Otter Creek Landing Yacht Club with deeded rights to the OCL Homeowners Association members.

6. **No homeowner may install a satellite dish.**

Existing satellite dishes are grandfathered into the community.

Otter Creek Landing Homeowners Association

Pool Guidelines

The pool at Otter Creek Landing is owned and maintained by the Otter Creek Landing Homeowners Association. The use of the pool is for owners, residents and their guests.

Pool Tags

Pool tags identify the resident's unit number and should be displayed by residents and/or guests when using the pool facility.

Guests

Guests staying at Otter Creek Landing are the invitees of the owner or resident and should be accompanied by an adult resident (18 years or older) and/or should display the appropriate unit pool tag. Guests **NOT** staying at Otter Creek Landing **MUST** be accompanied by an Otter Creek Landing resident **ONLY**.

General Pool Rules

To assure that the pool facility is an enjoyment to all, please observe the following pool rules:

- *Display pool tag when using the facility*
- *Children under 14 years must be accompanied by an adult*
- *Please observe all safety rules*
- *Pets are not allowed in the pool area*
- *Absolutely "No Diving" from the side of the pool*
- *Babies with diapers should wear rubber pants*
- *Appropriate bathing attire is required*
- *Grills, smokers and other such cooking apparatus are not allowed*
- *Please use the trash receptacles and leave the pool furniture in a manner that the others will have equal enjoyment of the pool facility*

Thank You!

**OTTER CREEK LANDING HOMEOWNERS
GUIDELINES FOR INSTALLATION OF WATER LINE TO OWNER DECK**

General Information: NC Declaration Creating Unit Ownership, Article VIII, Sections 8.0, 8.1, 8.3 predicates any modification to the exterior of a unit, limited common area or common area. Please read them prior to making application.

Guidelines

1. A written application which describes the purpose and proposed use of the proposed water line must be submitted to the Board.
2. The owner name and unit number, the name and qualifications of the person who will install the water line, the location of the line and material to be used must be included in the application.
3. In case of application for installation on an upper level deck of buildings 700, 800, and 1200 the following conditions must also be observed:
 - A. Applicant must discuss his plan with and gain permission from the owner below him. Evidence of the neighbor's agreement must accompany application.
 - B. If requested by the homeowner below him, applicant must agree to assume responsibility for installation of an approved protective ceiling installed under the owner's deck. Specifications for the ceiling must accompany application.
4. No line may be installed on the street side of a building. The line must be placed in an unobtrusive location. No flexible conduit material or fittings will be acceptable. Material used must be painted to match the building base color.
5. If not installed by a plumber, conduit and fittings should be inspected before use. (e.g. plumber, contractor)

Once the written application is received, it will be discussed by the Board members. The applicant will be notified as soon as possible of the Board's decision. If approved and prior to the installation, the unit owner must sign the maintenance and owner responsibility agreement. Refusal to do so will negate the approval.

Homeowner Guidelines for Installation of Satellite Dishes
Otter Creek Landing Homeowners' Association
(adopted October, 2004)

The following guidelines have been formulated with consideration to FCC Rules governing Over-the-Air Reception Devices. The purpose of the guidelines is to ensure that the privacy of each homeowner is respected, to ensure safe and efficient operation of our complex, and to preserve its aesthetic integrity.

1. In accordance with FCC rules, homeowners may only install satellite dishes that are one meter or less in diameter. (One meter is equal to 39.37 inches and "diameter" is the distance measured across the widest part of the dish.)
2. A homeowner who wishes to install a dish must do so within his/her exclusive use area or limited use area, as long as acceptable quality signal is possible within those areas. No dish and its appurtenances shall be placed in a common area or on another homeowner's limited common area (deck, garage area). No dish and its appurtenances shall be placed in a location that encroaches on another homeowner's limited common area. The dish must be out of the direct view of the neighboring homeowners' exclusive or limited use areas and whenever possible, from the direct view of the common areas. The Board of Directors has developed a suggested list of reception sites on each building. Homeowners can notify a Board member or Property Manager to discuss location of satellite dish if necessary.
3. If acceptable quality signal can not be achieved by installing a dish within a homeowner's exclusive use or limited use area, the homeowner must contact the Property Manager. The Board will then determine the least intrusive common use area where acceptable quality reception can be received.
4. The dish must be affixed and secured properly as per manufacturer instructions.
5. No dish may be placed anywhere that would prevent ingress or egress from an area, or block safety equipment, electrical panels, water shut off valves or any other area that would prevent safe or efficient operation of the complex.
6. The homeowner shall be responsible for the maintenance of his dish. Maintenance and repair shall include but not be limited to:
 - a. Reattachment or removal within 72 hours of dislodgment from its original point of installation;
 - b. Repainting or replacement if the exterior face of the dish becomes worn, disfigured or deteriorated provided that any repainting doesn't interfere with acceptable quality signal;
 - c. Repair or replacement to prevent dish from becoming a safety hazard;
 - d. Repair or replacement or removal if for any reason the dish no longer retains its original condition.
7. The homeowner is responsible for all costs associated with the dish including but not limited to, costs to:
 - a. Repair, maintain, remove or replace dish;
 - b. Repair damages to the common areas, the Unit or other Units and other property caused by the installation, existence or use of the dish;
 - c. Pay for any medical expenses incurred by persons injured by the installation, existence, or use of the dish;
 - d. Reimburse residents or the Association for damages caused by the installation, existence or use of the dish.

Should a homeowner fail to maintain the dish, the Association, following notice, may take corrective action, legal or otherwise, as permitted by Otter Creek Landing Homeowners Association Articles of Incorporation. Except in emergency situations, the Board through its management will notify the homeowner in writing that the dish requires maintenance, repair or replacement and that such maintenance, repair or replacement or removal must be completed within 30 days. If the required work is not completed within the time period, the Association may complete the work at the expense of the homeowner, such expense being added to the homeowner's unit dues assessment.