Carriage Crossing

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CARRIAGE CROSSING RULES AND REGULATIONS
JANUARY 2024

ANIMAL CONTROL/LEASH LAW: All pets must be kept on a leash (unless the pet is within your fenced yard) AND under your control at all times while on Carriage Crossing property; this includes the overflow lot. Owners must clean up after their pets and properly dispose of their pet's feces. This means pick up, not cover up or toss the feces into common areas. This includes all common areas, within fenced yards, front and rear of units and overflow lot. Do not leave leashed dogs unattended at either the front or rear of the unit; ongoing barking is considered a nuisance. Be sure your pet(s) is/are vaccinated. These requirements are also in the Morehead City Ordinances.

ARCHITECTURAL ADDITIONS/CHANGES: No building, fence, wall, or other structure shall be erected or any exterior addition or change or alteration shall be made until the plans and specifications showing the nature, kind, shape, height, materials, and location have been submitted to and approved in writing to the HOA Board. All additions, changes, fences shall be made at the owner's expense. The Board must approve the plans PRIOR to the start of any work; the Board has 30 days to respond to requests. Additions to the rear of your unit may only be done within the specifications listed on your deed. The homeowner is responsible for ensuring appropriate building permit(s) is/are obtained.

ASSESSMENTS: Monthly dues are paid in advance on the first day of the month; late fees apply if not paid after 30 days. Checks are to be made payable to Carriage Crossing HOA. Send to: Chused Patterson & Company, CPAs 3332 Bridges Street, Suite 8 Morehead City, NC 28557. Monthly invoices are not mailed unless the account is delinquent. Delinquent accounts will be referred to the attorney for appropriate collection procedures.

BOARD MEMBERS: The board members are elected each year by the membership. They are volunteers and may be contacted directly for emergency situations only. All non-emergencies must be submitted in writing to either of the above addresses. This allows the HOA to have a record of the matter and its resolution. Calling or texting a board member for non-emergency matters is not appropriate and does not guarantee the matter will be addressed.

CARRIAGE CROSSING GOVERNING DOCUMENTS: All homeowners, tenants, and guests are responsible for complying with the Carriage Crossing governing documents, e.g., Declarations, By-Laws, and the Rules and Regulations. The Rules and Regulations are published each year. Homeowner(s) is/are responsible for providing the Rules and Regulations to their tenant(s). The Rules and Regulations are also posted on the Message Board near the mailboxes.

COMMON AREAS: The HOA is responsible for the common areas throughout the property. Modifications to common areas are prohibited without PRIOR written approval of the HOA. Any unauthorized or dead/dying/damaged plants/shrubs may be removed. Unauthorized modifications to the common areas are to be returned to the prior condition at the homeowner's expense. Unauthorized actions may result in a fine and/or suspension of planned community privileges.

Garden, ornamental items, furniture, etc. are not authorized in the common areas without prior Board approval of the placement of these items. Children's toys, sporting equipment, bikes, garden hoses, etc. must be removed from yards and common areas when not being used. These items impede lawn maintenance services. The HOA or lawn service contractors are not responsible for damage or loss to unauthorized items. Non-authorized or

unapproved items may be removed without notice.

Leaves, pine straw, weeds, limbs collected by residents must be piled in the common area at the front of the units. DO NOT put any debris over the water meters, on top of any shrubs, or randomly toss into common areas. The lawn service contractor will remove debris placed at the front of units during the weekly maintenance; debris at the rear of units will not be removed or picked up.

CONTRACTORS: The HOA may enter into contracts for various services, i.e., repairs, lawn services, swimming pool maintenance, etc. Contractors work for the HOA and not homeowners; they are hired by the HOA for specific tasks/work. Please do not interfere, disrupt, question, direct or distract the HOA contractors. Any issues/concerns must be directed in writing to the HOA so that the matters may be addressed as appropriate.

DUMPSTERS: There are three dumpsters on the premises. They are emptied once a week. To avoid overflow, flatten cardboard boxes. DO NOT place items too large for the dumpster next to; in front of; or rear of; on top of; along the side of the dumpster or the fence. The trash service WILL NOT take these items. Appliances and items too large for the dumpster must be taken to the local dump. Be sure to tie trash bags closed and keep dumpster doors closed. Keeping the doors closed will deter animals from climbing into the dumpster.

ELECTRIC VEHICLES: The homeowner may propose to install a charging station at their assigned parking space. All of the utilities must be underground. The installed charging must be immediately abutting the asphalt of the assigned parking space. No cords to the vehicle(s) may extend over sidewalks or grass areas. The proposed written detail design must be from a licensed and insured contractor. The charging station must be at least an outdoor rated level 2 power outlet. All costs associated with the installation and maintenance of the charging station are the responsibility of the homeowner. Additionally, the homeowner's home insurance liability policy must specifically cover the charging station and its usage. The policy must be provided annually to the Carriage Crossing HOA. If for any reason the policy lapses, the HOA must be immediately notified.

EMERGENCIES: If there is an emergency to the **exterior** of the unit (tree limb through the roof, etc.), contact one of the board members. The HOA is responsible for the emergency repairs to the exteriors of the buildings. **Homeowners are responsible for all emergencies inside the unit. This includes interior water leaks. The HOA is not responsible for any internal or exterior water leaks.**

If your unit is rented, be sure to advise your tenant(s) of their procedures for after hour INTERIOR emergency calls.

FINES: The Carriage Crossing By-Laws (Article VII, Section 1(a)) authorize the Board of Directors to establish penalties for infraction of the Rules and Regulations. Fines are assessed for violations by homeowners, tenants, and guests. Fines are $100 per violation. The homeowner is responsible for any fines due to violations by their tenants and/or their guests.

FLYERS: Homeowners/residents are not authorized to place flyers/notices on vehicles or personal property. With few exceptions, under US or North Carolina law, placing potentially unwanted material on private property including private vehicles is not authorized in the community and is considered litter.

INSURANCE: The HOA's master insurance policy is with Snipes Insurance Company; our agent is Billy Taylor. His contact information is: billy@snipesinsurance.com cell: 910-520-9466 MHC: 252-499-2623 Address: Snipes Insurance 5039 Executive Drive Ste 500 Morehead City, NC 28557. This policy includes: wind-driven rain, wind, wind-deductible buy-down, with a $25,000 deductible. If your mortgage lender requires a certificate of insurance, contact: Amy@SnipesInsurance.com. Be sure to include a scanned or photocopy of the lender letter with: mortgagee, address, and loan number.

LANDSCAPING MODIFICATIONS AND MAINTENANCE: All requests for additions and changes (done at owner's expense) to the landscaped areas including the front and back of each unit and all common areas must be submitted in writing to the Board for approval PRIOR to any work being done.

MAINTENANCE AND REPAIRS: The HOA is responsible for maintenance and repairs to the exterior of all

buildings. However, homeowner will be invoiced for the cost of repairs as a result of willful or negligent actions (e.g., items stored immediately next to the building, homeowner plants/shrubs planted or growing onto the exterior of buildings or porch railings) by homeowner or their family/tenants/guests/invitees.

Forward all requests for maintenance/repairs in writing. You may send these requests via email or U.S. Postal Service. Or you may use the work order form in the box at the rear of the Message Board; complete the form and leave in the drop box; the box is checked daily. You may also send your request via our postal address or email address.

The HOA's will have someone investigate/inspect the area and will report the assessment to the Board for their determination to have the contractor make the repair or to file an insurance claim.

The HOA will not authorize any homeowner to make any external repairs to their unit. This does not include immediate actions taken by a homeowner to mitigate/minimize an emergency problem before they notify the HOA of the problem, e.g., tarping the roof.

NUISANCE: Homeowners, resident, guests shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed to other members, residents, guests, occupants, invitees, or contractors. No noxious or offensive activity shall be conducted upon any lot or anything that may be or become an annoyance or nuisance to the neighborhood. This includes vehicles with loud engines/mufflers, loud radios, music, shouting, abusive or foul language, barking dogs, etc.

OUTSIDE ANTENNAS, SOLAR PANELS, OR OTHER ATTACHMENTS: No outside radio or television antennas, solar panels, or other attachments are permitted on any lot or unit. A unit's personal lighting or other security system is excluded.

OVERFLOW/LONG TERM PARKING: This lot is accessible from Old Gate Road. It is for boats, trailers, campers, etc. All vehicles parked in the Overflow/Long Term Parking Lot must be in an operable condition and this includes inflated tires and current license plates/registration. Vehicles stored or parked in the lot shall have point of contact information on dash; this is for emergency notifications. The annual fee is $100. Prior to parking any vehicle in the overflow lot, contact the HOA for identification of parking space and how to pay. Unauthorized vehicles will be towed at the owner's expense.

PARKING: Two parking spaces are identified for each unit. There are "VISITOR" parking spaces identified throughout the parking lot. The "VISITOR" spaces are for guests. These spaces are not for residents with more than two vehicles. Additional parking is available at the overflow/long term parking lot that is accessible from Old Gate Road. Your neighbors may not mind temporary parking for your visitors/guests if they have an available space but you must ask them. Parking of commercial vehicles, trailers, boats, RVs in front of residences is not permitted; all commercial vehicles must be parked in the Long Term/Overflow Parking Lot. Personal vehicles with "business/advertising logos" are considered commercial vehicles and must be parked in the overflow parking lot. All vehicles parked on the Carriage Crossing property must be in an operable condition and this includes inflated tires and current license/registration. Parking, either short or long term, is never authorized or will not be permitted in the common (unpaved) areas. Vehicles parked in the common area will be towed at the owner's expense; there will be no exceptions.

PRIVACY: No individual shall physically install a security or other surveillance camera or device on Carriage Crossing common areas without the specific written permission of the HOA.

RENTAL UNITS: Homeowner (or Rental Agent) is responsible for providing the Rules and Regulations to their tenants. All tenants and guests must comply with these Rules and Regulations. The homeowner is responsible for any fines due to violations of the Rules and Regulations by their tenants and guests. **Per the governing documents, all units shall be used for residential purposes only. Short term rentals (less than 1 year), e.g., Airbnb, VRBOs, etc. are not permitted.**

SEASONAL DECORATIONS: All seasonal decorations shall be removed within 30 days after the holiday. This includes holiday lights strung along rooflines or on shrubs/trees.

SPEED LIMIT: Observe the 10-mph speed limit. There are residents walking, children playing, and other

vehicles moving through the driveway.

SWIMMING POOL: There is no lifeguard at the pool; swimmers use the pool at their own risk. Pool hours are 9 A.M. to sunset daily; there is no swimming after these hours. Adults must be present when their children are in the pool or within the pool fence. Do not leave your trash or food in the pool area when you leave. No glass bottles or other glass items are allowed in the pool or within the pool fence. Use of pool is limited to homeowners, rental tenants, and guests staying in your unit or visiting you. The HOA is not responsible for damage or loss of pool toys left within the pool area. Pets are prohibited inside the pool fence**. Only services animals recognized under Titles II and III of the Americans with Disability Act (ADA) are permitted within the pool fence and must remain on the pool deck; not inside the swimming pool.** Service animals must be under the control of its handler. Under the ADA, service animals must be harnessed, leashed, or tethered, unless the individual's disability prevents using these devices or these devices interfere with the service animals safe, effective performance of tasks. **Emotional support, comfort, and therapy dogs ARE NOT service animals under Title II and III of the ADA.** Therefore, these animals shall not be inside the pool fence area. Always lock the gate when you leave the pool, especially if you are the last one to leave the pool area.