

# **THE SHORES AT LANDS END HOMEOWNERS ASSOCIATION**

## **RULES AND REGULATIONS**

### **CLUBHOUSE USE**

The clubhouse is available to reserve at no charge to members of SLEHOA in good standing. Good Standing means that no money is owed to the Association in any form. When a member reserves the clubhouse for a private function, the member must be in attendance for any reservation activity and cannot assign the reservation to a non-member. The clubhouse may be used for recreational purposes only; the swimming pool is not reserved as part of the reservation request and the pool is always open to all members and their guests. Pool users will use the outside restroom and shower facilities when the clubhouse is reserved. Members who reserve the clubhouse may not use the premises to conduct business or commercial enterprise of any type. Use of the clubhouse for commercial services, especially where non-members are being serviced, could expose the Association to insurance risks and is not permitted.

### **GRILLS ON SLE PROPERTY**

Grills are allowed on the property but may not be placed on the porches of the clubhouse or inside the pool area. Grilling must be done in the open park areas and be located a minimum of 20 feet from the clubhouse or pool areas to avoid the smoke and fumes from irritating others using the facilities.

### **BOAT RAMP**

Members may use the boat ramp at the clubhouse to launch watercraft. After launching watercraft, all vehicles and trailers must be moved from the boat ramp and parked in the clubhouse lot or moved to the member's lot. The boat ramp must not be blocked by a vehicle, trailer, or other obstacle and only used for the input and removal of watercraft.

### **ANIMAL RESTRICTIONS**

Animals are not allowed to be housed in any pens or out-buildings on a full time basis. A small, enclosed pet house is allowed but pets cannot remain outside full time and must not become an annoyance or a nuisance to the residential neighborhood.

### **RECREATIONAL EQUIPMENT/STRUCTURES**

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Recreational equipment and structures such as swing sets, trampolines, sand boxes, fire pits and swimming pools may be placed in the backyard only of a homeowner's residence and must comply with any Perquimans -County regulations that are applicable.

### **FENCING**

The construction of all fences must be approved by the Architectural Review Committee prior to installation. Fencing is only allowed in the rear area of the home and cannot enclose the sides and front of the house. Decorative frontage fencing is allowed in the front of the house. Chain link, wire or utility fencing are not allowed. Fencing on waterfront lots (Little River, Albemarle Sound, canal and lake) cannot be more than 5 feet high and must be constructed in a manner so that it can be seen-through so as not to obstruct or limit the view of their neighbors. The fencing must have the finished side facing out.

### **LOT MAINTENANCE**

All lot owners shall be responsible for clearing any and all obstructions (such as fallen trees) which intrude or protrude from their individual lot onto or into any common area, including the surface of the lakes or waterways. Should a lot owner fail to remove such obstruction from a common area the Homeowners' Association shall have the authority to remove such obstruction and any and all costs associated with removal shall be taxed to and collected from the lot owner. This type of obstruction may be in reference to the overgrowth of weeds, fallen trees and limbs and other hazards that must be removed.

Lot owners cannot burn trash or yard debris on their property or within the common areas. Small maintained outdoor fire pits can be burned on homeowner's lots but must be extinguished after each use.

### **CANAL AND LAKE SHORE MAINTENANCE**

In the lakes and canals alligator weed must be controlled by cutting it back as much as possible and/or by using an NC Extension Service approved substance. This is the responsibility of the land owners. Should a lot owner fail to remove the overgrown weed the Homeowners' Association shall have the authority to remove it, and any and all costs associated with such removal shall be assessed to and collected from the lot owner.

### **LEASE AGREEMENTS**

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No Homeowner or its assignee shall Lease or enter into an arrangement for use and/occupancy of a Home for a term or period of less than six (6) months (except in the event of a lender in possession of a Home following a default in a First Mortgage, a foreclosure proceeding, or a deed or other arrangement in lieu of a foreclosure). Furthermore, no Homeowner shall permit the use and/or occupancy of a Home for transient or hotel purposes.

A Homeowner may Lease or enter into an arrangement for use and/or occupancy of a Home with a contract purchaser for a term of less than six (6) months so long as such Lease or arrangement for use and/or occupancy is not for transient or hotel purposes.

No Homeowners may Lease or enter into any arrangement for the use and/or occupancy for less than an entire Home.

Copies of all Leases or other arrangements for use and/or occupancy, fully signed, must be furnished to SLEHOA at least ten (10) days prior to the commencement of the lease term.

Leasing or other arrangement for use and/or occupancy of a Home shall in no way relieve the Homeowner from his/her obligations under the SLEHOA CC&Rs, Bylaws, Rules and Regulations; and shall remain primarily responsible therefore.

Any infractions resulting from the leasing or other arrangements for use and/or occupancy will be subject the Homeowners to Fines/Penalties stated in the SLEHOA Rules and Regulations.

## **LOT SALES / TRANSFER OF OWNERSHIP**

Lot owner(s) must notify the Homeowners Association of the sale of their lot PRIOR TO A SALE with as much notice as possible to ensure that the SLE member database is up to date, that a final Statement of Account can be issued to the member and appropriate attorney(s) handling a closing, and the Lot Transfer Fee invoice for \$100 is collected accordingly.

Each new owner shall deliver a copy of the deed or instrument of acquisition of title to the Homeowners Association as soon as possible after the sale.

## **FINES/PENALTIES**

A fine or fines can be levied against any Homeowner/Landowner who is in violation of any published Association Declaration of Covenants, Conditions & Restrictions and the

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Rules and Regulations for the Shores at Lands End Homeowners Association which may be amended lawfully from time to time.

- First Violation of any Rule and Regulation — A Warning Notice will be sent to the property owner(s):
  - Thirty (30) days will be given for the property owner(s) to respond to the SLEHOA with a corrective action plan for the violation as well as a date of completion of the corrective action taken.
- If no response from the property owner(s) within the 30 days of Warning Notice of the same Rule and Regulation:
  - A fine of Fifty Dollars (\$50.00) will be levied.
- If no response from the property owner(s) is received within 60 days of the Warning Notice of the same Rule and Regulation:
  - A fine of One Hundred Dollars (\$100.00) will be levied.
- If no response is received from the property owner(s) within 90 days of the Warning Notice of the same Rule and Regulation:
  - Legal action may be taken. All legal fees incurred by the property owner(s) and the Shores at Lands End Homeowners Association for this violation will be paid by the property owner(s) noted in the violation.