

SOUTHWINDS HOMEOWNER'S ASSOCIATION
RULES AND REGULATIONS

Revised 4/2021

1. **Definitions** – Occupant shall mean any owner of a condominium unit, his invitees, guests, or tenants. Unit Owner shall mean the legal owner and his/her immediate family of a unit.
2. **Grills and Outdoor Cooking** – Only in the planned barbecue area. No grilling or open flames are permitted under/around or on balconies or hallways.
3. **Use of Common Elements** – All common elements, including but not limited to the parking lot, hallways, stairs, stairwells, and landscaped areas shall be used only for the purpose or purposes intended. No articles of personal property belonging to Occupants shall be stored in such areas. Bicycles or motorized vehicles may not be kept in the hallways or under the buildings. Bicycles should only be stored at the bike racks while you are occupying your unit. Skateboards, self-propelled scooters, or rollerblades are not allowed on the property. Any motorized vehicle, not servicing the disabled, can only be ridden on the asphalt surface of the parking lot and will not be permitted on any concrete/wooden walkway or in the landscaped areas of the property. Please park in the parking lot only. Do not block the entrance to sidewalks with cars when parking.
4. **Balconies** – The balconies shall be used only for the purpose intended and shall not be used for hanging or drying laundry, cleaning rugs or household items, or for storage purposes. Occupants shall be permitted to use the balconies for the purpose of drying beachwear such as towels and bathing suits if hung on a line below the railing height. Storage containers are allowed on decks if they do not exceed the railing height and no overhead storage is permitted.
5. **Cat and Dogs and other Pets** – Unit Owners and their immediate family may have pets. Renters (short or long term) and guests are not allowed pets even if the owner agrees to allow pets. Pets are to be carried or kept on a leash while outside the units. There is a leash law in Atlantic Beach which limits the maximum length of a leash to 12 feet. Under no circumstances shall animals be left unattended outside the units. All pets are to be fed and watered inside the units. Excessive barking of pets or other annoyances may result in the assessment of a fine by the Association to remove the pet from the property. Pets shall not be walked in the landscape areas; owner is responsible for removing pet waste if accident occurs. Two designated “Dog Walks” are located on either side of the entrance road and pick up bags are provided. Please dispose of pet waste properly, i.e., dumpsters. Starting May 15, 2021, owners and their immediate family must register their pet/s. For a copy of the pet guidelines, registration policy and form, please contact the Association’s Manager.
6. **Alterations** – No alterations or additions to any common elements shall be made by any Occupant without written approval of the Association. Occupants shall not undertake to do any item of painting, repair or maintenance to the common areas as defined under the By-Laws of the Association unless an emergency or pursuant to written approval of the Association.
7. **Annoyances** – Children shall play and run on the yards, not the halls. No Occupant may make or permit any disturbing noises in the units or common areas nor do anything that would interfere with the rights, comforts, or other conveniences of other occupants. No Occupant may play any musical instrument, musical device, or television set in their unit or on or about the condominiums, in such a manner as to disturb or annoy other Occupants.
8. **Antennas** – Neither radio or television antennas, nor any wiring for any such purposes may be installed on the exterior of any building or upon the common elements.
9. **Garbage** – Disposal of garbage and recycling shall be only placed in dumpsters or recycling containers. If a dumpster is full, please place trash in another dumpster. Please do not leave appliances, furniture, beach gear, etc. on the ground. No garbage shall be left in hallways.
10. **Signs** – No signs, advertising, or notices of any kind or type whatsoever, including to but not limited to “For Rent” or “For Sale” signs, shall not be permitted or displayed on the exterior of any unit, nor shall be posted or displayed in such a manner as to be visible from the exterior of any condominiums.
11. **Copies of Rules and Regulations** – Each Unit Owner shall make available to his invitees or guests a copy of these Rules and Regulations and shall post these Rules and Regulations in a prominent place in the unit.

12. **Dunes** – It is necessary that the boardwalk be used when going to the beach. The dunes are our greatest protection, and we must protect them. Our condominium development is only 10 feet above sea level, so you can see the importance of not destroying them. It is unlawful to cut any vegetation from the dunes. There is a \$200.00 North Carolina fine for doing so.
13. **Heating Units** - No liquid or gas heating units permitted in the condominiums.
14. **Boats, Trailers and Campers** – No parking of boats, trailers, or campers are allowed. Towing enforced at Owners' expense.
15. **Parking Permits** – All vehicles not bearing a proper decal will be ticketed and towed at the owner's expense.
16. **Fireworks** – The use or discharge of any pyrotechnics device is expressly forbidden on the property.
17. **Cigarettes and Trash** – No cigarettes or trash shall be thrown to the ground around any buildings or anywhere on the property. There shall be no smoking in the hallways and other common areas.
18. **Personal Items** – No personal items may be stored under any building or around any building on the property, or other common areas. Please do not allow children to play under buildings.
19. **Rentals** – Units shall not be rented to individuals under the age of twenty-one (21). Rental guests are not allowed to bring pets onto the property. Maximum occupancy for the condominiums shall be four (4) persons per Carteret County Health Department.
20. **Weapons** – No weapon of any kind can be discharged on the property.
21. **Pest Control** – Access will be granted to the pest control company monthly to render pest control services. Unless otherwise specified, this treatment will be done on the third Wednesday and Thursday of every month. Units shall be kept in a state of order that will allow for routine pest control including insect and rodent control. If an occupant reasonably believes a comprehensive pest control program will compromise their health, then they may make a written request to the Board of Governors for an alternate treatment. Units that are not kept in a condition that will not allow for pest control will be given a thirty-day notice to rectify the problem or a fine shall be imposed. Said owner will have the right to appeal said fine per Rule #22.
22. **Violations** – Any violation of the foregoing Rules and Regulations may result in a fine which shall be a special assessment to the violator in addition to all other legal remedies as provided by the master deed, the Association's By-Laws, or the laws of the State of North Carolina. Said fine may be assessed repeatedly upon failure of Occupant to correct the infraction after notice by the Association. Any fine levied shall be collected in the same manner as common expense or maintenance charges. Any Occupant accused of violations and assessed a fine has a right to appeal to the Grievance Committee. Said Grievance Committee shall be composed of three owners appointed from time to time by the Association. The Committee shall hear the accused violator and those making the accusations and shall have the right to affirm, amend or rescind any assessments made by the Association for the violation of these rules.
23. **Fines** – There will be a warning given for the first Rules violation and then a \$50 fine for second violation, \$100 for third violation, \$150 for fourth violation and \$200 for subsequent violation. If the violation is for not having your pet on a leash, then after the third fine your pet will not be allowed on the property for one-year.