

## **CAPE HATTERAS AT COMMODORE PARK**

### **HOUSE RULES**

The following house rules have been developed to ensure harmonious living within Cape Hatteras at Commodore Park Condominium Association. All present and future owners, tenants and occupants of any home within Cape Hatteras are subject to these rules. Any person who purchases, leases, rents or occupies any unit thereby agrees to abide by the covenants, conditions and restrictions as set forth in the Declaration, Bylaws and these House Rules.

#### **RESIDENCE & USE RESTRICTIONS**

All townhouse units shall be used exclusively for single family residential purposes. No business or commercial activity shall be maintained or conducted in any residence, except that professional and administrative occupations may be carried on within the residence so long as there exists no external evidence thereof.

Any unit owner may lease their unit, but such a lease arrangement must be in writing and shall provide that the failure to comply in all respects with the provisions of the Declaration, Bylaws and these house rules shall be a default under the terms of the lease. No unit owner may lease their unit for transient or hotel purposes; nor may less than the entire unit be leased. A unit owner who leases his unit shall report to the management agent the occupant's name, mailing address and home and work telephone numbers.

#### **PARKING AND RECREATIONAL VEHICLES**

Parking of vehicles shall be done so in designated parking areas only. Due to the limited outside parking available, residents are requested to use one outside parking space only. Additional parking is available in the cul-de-sac area. (The Municipality does not allow storage on city streets. Since the cul-de-sac is city owned and maintained, residents park here at their own risk and expense. Per Municipal guidelines, a vehicle is considered "stored" when parked on a city street for longer than 72-hours).

At no time shall ingress or egress to parking facilities, including garages, be blocked.

Guest parking areas are for guests and vehicles used on a **daily** basis only. These areas are not to be utilized for storage purposes. Vehicles are considered stored when left for a period exceeding seventy-two (72) hours.

Recreational vehicles may not be parked within the community.

#### **PARKING & RECREATIONAL VEHICLES CON'T**

Inoperable vehicles may not be stored within the community. This **includes**, but is not limited to, **vehicles without current tags**. Due to the limited parking available, residents are requested to find off-site arrangements for long term parking.

Commercial vehicles may not be parked within the community, except to provide service to a unit. Per legal counsel advice, "commercial vehicle" has been defined as: Any vehicle other than a motorcycle, standard passenger car, and pick-up truck with factory manufactured step-side or flare-side bed shall be considered a "commercial vehicle". Vehicles with flatbeds or pipe racks, and vehicles larger than a standard one-ton pick-up, are expressly prohibited. Business advertising shall be an indication of a "commercial" vehicle although magnetic door signs on a standard passenger vehicle or pick-up shall generally be acceptable. Decisions of the Board of Directors as to whether any questionable vehicle is a "commercial vehicle" shall be final and binding on the homeowners.

All vehicles in violation of these parking regulations are subject to **immediate** towing at the vehicle owners risk and expense.

### **NUISANCES**

No noxious or offensive activities (including, but not limited to, the repair of automobiles) shall be carried on upon the Property. No loud noises shall be permitted on the Property, and the Board of Directors shall have the right to determine if any noise or activity producing noise constitutes a nuisance. No owner shall permit or cause anything to be done or kept upon the Property which will increase the rate of insurance thereon or which will obstruct or interfere with the rights of other owners, nor will he commit or permit any nuisance on the premises. Each owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a residence.

### **SIGNS**

No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed from, the residences without prior written approval having been obtained from the Board of Directors; provided, however, that the restrictions of this rule shall not apply to any sign or notice of customary and reasonable dimension which states that the premises are for rent or sale. "For Rent" signs may be displayed from inside windows or on the exterior of units above garage doors; "For Sale" signs will be displayed on the exterior of units or inside windows only – no yard signs are permissible. Address, identification signs, and mail boxes shall be maintained by the Association, at the expense of the Owner. The Board of Directors may summarily cause all unauthorized signs to be removed and destroyed.

### **OUTSIDE INSTALLATIONS**

No fences or basketball standards or fixed sport apparatus shall be attached to any residence or placed on any lot without the prior written approval of the Board of Directors. No wiring for telephone or electrical purposes, nor television antennas, nor machines or air conditioning units, nor other equipment or appurtenances whatsoever shall be installed on the exterior of any residence; nor on any lot without prior written approval from the Board of Directors.

### **PETS**

No animals, livestock, or poultry shall be kept on any lot except that domestic dogs, cats, fish and birds in inside bird cages may be kept as household pets within any residence provided they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities. "Unreasonable quantities" shall be deemed to limit the number of dogs, cats and birds to two (2) each. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Directors, a nuisance to any other owner.

The Board of Directors have adopted and strictly enforce the Municipal ordinances in regards to animal control; however, all pets, while in common area, **must be on a leash at all times**. Any animal found unattended may be removed from the property. Furthermore, it will be presumed that if a pet owner's pet is observed violating any restrictions outlined in the Declaration, house rules and/or Municipal ordinances, the pet owner shall be absolutely liable to each and all remaining Owners for any damage to person or property caused by said pet, brought or kept upon the Property by an Owner or by members of his family, guests, or invitees.

Pet owners are responsible for all damages to common and limited common areas, including but not limited to, trees, lawns, buildings, etc. Pets should not be tethered to trees, shrubs, or buildings, or be tethered in a manner which allows the pet to destroy trees, shrubs, buildings, etc.

Pet owners are responsible for the immediate clean-up of dog feces. A \$25.00 per occurrence fee will be charged against the unit owner if a contractor must be hired to clean-up dog feces. Accumulated dog feces interferes with the proper and efficient care of our lawns.

#### **MISCELLANEOUS**

Unit owners shall be responsible for their guests or renters compliance with the Declaration, Bylaws and house rules of Cape Hatteras at Commodore Park.

The Board of Directors may authorize entry into a unit in emergencies where the unit or any part of the project is threatened whether or not the owner or occupant is present at the time.

The Association is not responsible for damages due to fire, water, theft to personal effects within the unit. Homeowners are encouraged to obtain personal insurance.

#### **VIOLATIONS**

The Board of Directors reserves the power to establish, make and enforce compliance with such additional rules and regulations as may be necessary, with the right to amend the same from time to time, and to impose reasonable fines for infractions of all rules and regulations.

On February 20, 1996, the Board of Directors adopted the following schedule of fines for violations: First violation \$25.00; second violation \$50.00; third violation \$100.00. If the violation continues, the Board of Directors may seek injunctive relief by legal action, the cost of which will be billed back to the unit owner involved.

The application of terms in the above shall be interpreted by the Board of Directors as that which a reasonable person, under reasonable circumstances, would normally interpret the application of terms to be.

Adopted: February 20, 1996  
Revised: January 19, 1998  
October, 2009