

RULES AND REGULATIONS
for
SANDPIPER CAY CONDOMINIUMS
KITTY HAWK, NC 27949

Printed as of February 1, 2006

PO BOX 449 Kitty Hawk, NC 27949
(252) 261-2188

POLICY STATEMENT

The purpose and intent of the Rules & Regulations stated herein are to provide a pleasant and secure environment for all residents of Sandpiper Cay and to maintain the condition and value of Sandpiper Cay property. Adherence to the Rules & Regulations as a minimum standard of conduct is expected from all residents and enforcement of the Rules & Regulations with respect to non-owner residents shall be the responsibility of the respective non-resident owner.

Reasonable Rules & Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Board of Directors (hereafter, the "Board"), subject to the right of the Association to change such Rules & Regulations. The Board thereto shall furnish copies of the then current Rules & Regulations and any amendments to all Unit Owners promptly after the adoption of such Rules and Regulations or any amendments thereto.

GENERAL CONDUCT

Section 1.0

- 1.1 Each owner and resident is responsible for the actions, conduct, and noise of their family members, guests and tenants in full and complete compliance with the Rules & Regulations. Each owner is responsible for ensuring that their tenants have been informed of the Sandpiper Cay Rules & Regulations.
- 1.2 Owners and tenants are responsible for all damage to common areas, shrubbery, trees, and grounds caused by their children, guests, and/or pets and such persons shall assume the expense of any and all repairs.
- 1.3 Entranceways must be kept absolutely free from all obstruction at all times.
- 1.4 Moving hours and conditions are as follows:
 - a. moving (in or out) will be permitted between the hours of 8:00 a.m. and 10:00 p.m. unless written permission is obtained from the Manager or Board of Directors.
 - b. moving or delivery vans or trucks are not permitted to cross lawns and must load and unload from the parking areas.

- c. all costs of damages to the common areas caused by the move shall be paid by the unit owner. In addition, an automatic fine of \$150.00 is assessed to the unit owner's account for this violation.
- 1.5 No one shall make or permit noise to disturb or annoy other unit's resident(s). No one shall unreasonably interfere with the rights, comfort, or convenience of the occupants of other units. Abusive, profane language or threatening behavior directed toward any resident, staff member, or assigned contractor or contractor's employee shall be prohibited.
 - 1.6 All residents are responsible for trash being carefully deposited inside the dumpsters provided. All refuse and garbage must be placed in plastic bags, securely tied, and placed in the trash bins that are provided by the Association for such purposes. Cardboard boxes must be broken apart, folded and neatly deposited in the dumpsters. Cigarette butts and other litter are not to be thrown on any part of the common area.
 - 1.7 Unit owners/tenants must make their own arrangements for disposal of old carpet, furniture, mattresses, tires, appliances, and other large items. These items ARE NOT to be placed in or next to the dumpsters. Dumpsters are for bagged trash only. Any Unit Owner/Tenant in violation of this rule is subject to a \$150 fine plus the cost to remove property.
 - 1.8 The storage and discharge of fireworks and firecrackers are specifically prohibited anywhere on Sandpiper Cay property.
 - 1.9 Using firearms, air rifles, air pistols, bows and arrows, and B-B guns is prohibited on the common or limited common areas.
 - 1.10 Loitering in common areas is prohibited.
 - 1.11 Door-to-door solicitation is not permitted, except by the written permission of the Property Manager.
 - 1.12 No one is permitted to post notices and/or fliers of any nature in or on the common elements, except with prior approval of the Management.
 - 1.13 The Sandpiper Cay Condominium Association is not liable for the injuries incurred by individuals under the influence of drugs or alcohol on Sandpiper Cay common elements, limited common elements or reserved common elements.

ENFORCEMENT

Section 1.0 - Violations

- 1.1 Any violation of the Rules & Regulations stated herein must be reported, in writing, to the Sandpiper Management office as soon as possible.
- 1.2 The Manager, as authorized by the Board, will make an investigation and will attempt to adjust the matter on a confidential basis with a letter to the the offending party specifying the nature of the violation and requesting correction within a specified period of time.

Section 2.0 – Violations Assessments

- 2.1 If a violation continues after notification and request for correction, as specified in 1.2 above, a second letter will be sent advising the violator that a violation assessment has been levied against their account.
- 2.2 The Board has the right to enforce, by any procedure at law, or in equity, all restrictions and covenants contained in the governing documents.
- 2.3 The rules violation assessments will be added to the owner's monthly assessment fee and will become a lienable item should it not be paid promptly.
- 2.4 Any cost incurred by the Association, including attorney's fees, in enforcing its covenants will become the responsibility of the owner whose unit is in violation.

Section 3.0 – Appeals

- 3.1 An owner or tenant has the right to appeal to the Board the levying of a rules violation assessment by notifying the Board in writing within ten (10) days of receipt of the notification that a fine has been levied.
- 3.2 The Board will review and decide upon any such appeal at the next regularly scheduled meeting, not to exceed thirty (30) days from the time of appeal.
- 3.3 Daily violation assessments shall continue to accrue pending any such appeal, as long as the condition that created the violation continues to exist.
- 3.4 The decision of the Board with respect to any appeal is final.

USE, CARE AND MAINTENANCE/ARCHITECTURAL

Section 2.0

- 2.1 Units shall be occupied only by owners, their immediate family, tenants, or guests for use as a private residence only. Any lease, whether oral or written should be provided to the Association's Manager.
- 2.2 No one.....maintenance, management representative, or otherwise, may be permitted to enter your unit without due notice and your opportunity for acceptance or rejection except in an emergency that will affect the welfare of another unit or units of the Condominium. In such emergency, forced entry, and the cost of such entry, will be at your expense, unless you have provided management with a duplicate key or keys to your lock or locks.
- 2.3 No window air conditioners are permitted in any unit.
- 2.4 No siding or trim of building exteriors or window, screens, or doors may be painted or changed in any way. Owners are responsible for the cleaning of the patio. Fencing of any kind is not permitted.
- 2.5 Interior structural changes are not permitted without approval of the Board of Directors. This includes additions or changes to plumbing and electrical wiring.

- 2.6 No hazardous, combustible, or dangerous materials of any kind may be kept or stored in units or anywhere on the common elements.
- 2.7 Use of grills must conform to Town Ordinance and must be on lower level patio.
- 2.8 Seasonal decorations are permitted. Residents are responsible for the removal of such decorations within 3 weeks after the holiday.
- 2.9 Any plantings of shrubs, trees and flowers to common area grounds or removal or trimming of trees and other plantings must have the written permission from the Management Office.
- 2.10 Any modification of common area or limited common area, such as cutting into existing ducts, pipes, drywall, etc., is strictly prohibited.
- 2.11 All unit owners who rent their units to tenants shall be obligated to keep all units in repaired and harmonious condition at all times. This includes nuisance, damage and pet control, as spelled out in the Rules and Regulations. Failure to do so will result in violation fees.

COMMON ELEMENTS/ARCHITECTURAL

Section 3.0

- 3.1 Owners and tenants are responsible for seeing that their children and guests observe the Rules & Regulations pertaining to noise, conduct, play areas, etc.
- 3.2 Roller blading, roller skating, and skate boarding are not allowed in the Sandpiper Cay development.
- 3.3 No toys, bicycles, baby carriages, tools, playpens, wagons, vehicles, benches, chairs, or other personal property shall be permitted or left on the common areas or entranceways.
- 3.4 No fruits or vegetables such as tomatoes, beans, corn, etc. may be grown anywhere on the common elements. Such plantings can be placed in containers on the patio.
- 3.5 After the growing season, dead potted plants shall be removed from the limited common areas (patios/balconies).
- 3.6 The Board of Directors and/or the Property Manager reserves the right to request the removal of any objects which do not conform to the overall aesthetics of the Community.
- 3.7 Children must be supervised while playing and are strictly prohibited from playing in or around dumpsters and through traffic areas.
- 3.8 Nothing shall be hung or placed on windowsills or hung from window overhangs without a written request and written permission from the Board of Directors.
- 3.9 Cars must have a current license and inspection sticker and be in operating condition. Derelict cars will be towed from Sandpiper Cay property at the

owner's expense. The parking of motorcycles on patios or inside units is strictly prohibited.

- 3.10 No signs, including sales or for rent signs, notice, advertisement, decorative flags, banners or the like shall be inscribed or exposed on or at any part of the unit, nor shall anything project out of any window, common area, or from any part of any unit without written approval of the Association, with the exception of seasonal decorations which must be removed at the end of that season.
- 3.11 Disposal of cigarette butts onto common elements is prohibited.
- 3.12 Erection of any outside aerial, wires, or equipment in connection with any radio or television, or making any other outside installations will not be permitted without the written request and permission of the Property Manager.
- 3.13 No exterior awnings shall be placed on windows or patios/balconies.
- 3.14 Nothing shall hang on or from balconies except window boxes. Window boxes must not hang outside or set upon the top of the railing.
- 3.15 This is a basic guideline to ensure and safeguard continued bird feeding in Sandpiper Cay. The following type of feeders are recommended: TUBE FEEDERS, PLATFORM OR HOUSE TYPE FEEDERS AND HOUSE FEEDERS WITH SPRING-LOADED PERCHES; ALL FEEDERS MUST HAVE AN ADEQUATE CATCH TRAY.

Recommended types of feed are HULLED SUNFLOWER, THISTLE, PEANUT HEARTS AND OTHER HULLED SEEDS. Storage of seed should be in a metal container.

NEVER USE MILLET, MILO, OR CORN AS THESE ATTRACT RODENTS. Keep balcony and patio clean and free of bird feed by sweeping on a regular basis.

TRAFFIC & PARKING

Section 4.0

- 4.1 The speed limit is not to exceed 10 m.p.h. within Sandpiper Cay maintained roads. Unit owners, tenants, their families, their employees, servants, agents, visitors, and licensees will obey all Condominium traffic regulations.
- 4.2 Parking or driving of any motorized vehicle on lawns and/or tended grounds of Sandpiper Cay is strictly prohibited. A violation fee of \$150.00 will automatically be assessed plus costs of any further damage.
- 4.3 Loading or unloading of moving vans, delivery vans, trucks, or cars is restricted to parking areas only. A violation fee of \$150.00 will automatically be assessed plus the cost of any damage to any of the common and/or limited areas.
- 4.4 No motorcycle/vehicle is to be parked inside the unit. Parking of any vehicle

must not inhibit or cause hazards to walk ways or sidewalks. No vehicle, or load upon a vehicle, shall over-hang a sidewalk or walk way. Any protrusion closer than an over-hang distance of 6 inches to a sidewalk or walk way is in violation.

4.5 There are no assigned parking spaces throughout Sandpiper Cay. Two vehicles are allowed unless otherwise permitted. It is the responsibility of the owner, tenant and their families to advise visitors, employees and outside service contractors to park in paved areas only.

4.6 Parking of the following vehicles on Sandpiper Cay property is NOT PERMITTED:

- a. Recreational Trailer – a recreational trailer is a trailer designed or adapted and used exclusively for recreational purposes. This class includes boat trailers, camping trailers, livestock trailers, house trailers, and semi-trailers.
- b. Motor Home – a motor home is a motor vehicle designed or adapted for use as a mobile dwelling or office, including permanently installed sleeping accommodation; carpeting, kitchen appliances, or office furniture.

4.6 continued:

- c. Trailer – a vehicle designed to be towed by a motor vehicle.
- d. Boats/Snowmobiles/Jet Skis - are NOT PERMITTED on Sandpiper Cay property.
- e. Commercial Vehicle – commercial vehicles of any kind are not permitted without advance coordination with the Property Manager.
- f. Any vehicle/motorcycle that is leaking fluid.

4.7 Abandoned vehicle – Sandpiper Cay reserves the right to have the following vehicles removed from the Condominium property at the expense of the owner. An abandoned vehicle is a vehicle that:

- a. is inoperable and left on Sandpiper Cay property for more than 48 hours, and/or,
- b. has remained illegally on Sandpiper Cay property for more than 48 hours, and/or,
- c. does not have a valid registration plate, and/or inspection sticker and/or title, and/or has been left unattended on or along Sandpiper Cay property,
- d. is not owned or operated by a resident or owner or their guest, a Sandpiper Cay contractor or employee.

4.8 Large-scale car repairs are prohibited. Minor work lasting four (4) hours or less is permitted. All work must be done in a manner that is considerate of other owners and must be done within one (1) parking space. No oil or other fluids may be drained onto the pavement or into the sewer system. All waste fluids must be disposed of off of Sandpiper Cay property according to EPA regulations.

4.9 Sandpiper Cay reserves the right to prohibit the parking on Sandpiper Cay property of any vehicle that could be a safety hazard to either Sandpiper Cay

residents of other vehicles. Parking of a motor vehicle that contains a gasoline tank inside the vehicle is strictly prohibited and there will be no gasoline in cans or tanks stored inside the unit.

4.10 The use of vehicles for storage purposes is strictly prohibited.

PETS

Section 5.0

The following rules and regulations are created to ensure harmony among all Sandpiper Cay residents.

- 5.1 Owners, tenants, their children and their guests must keep their pets on a leash and the leash in their hands at all times when outdoors on the common area of Sandpiper Cay. If a pet is found loose on Sandpiper Cay property, Management has the right to have the pet impounded and sent to the local animal shelter at the owner or tenant's expense.
- 5.2 Owners, tenants, their children and their guests are not permitted to recreationally exercise their pets on the common areas of Sandpiper Cay.
- 5.3 Owners, tenants, their children and their guests are responsible for the prompt removal of their pet's feces from all common areas of Sandpiper Cay. Immediate removal is required.
- 5.4 All pets must be registered annually with the Management Office when the forms are provided. Any changes throughout the year must be provided in writing. A registration form is available from the Management Office and is also located on Page 19 at the back of the Rules and Regulations.
- 5.5 Owners and tenants are responsible for complying with all applicable Kitty Hawk Town Laws concerning immunization and registration of their pets. Contact the Kitty Hawk Town Hall at 252.261.3552 for current information.
- 5.6 Owners, tenants and their guests are legally and financially responsible for any and all physical injury or property damage that their pets may cause to Sandpiper Cay personnel, residents, guests, and/or pets. The Property Manager reserves the right to have a pet removed from Sandpiper Cay immediately.
- 5.7 Owners, tenants, their children and their guests are responsible for ensuring that their pets do not cause unreasonable disturbance or create a nuisance for other Sandpiper Cay residents.
- 5.8 Any dog or cat fighting with another animal, or biting any human is cause for immediate \$150.00 fine to the owner plus possible removal of the pet from the Sandpiper Cay premises. No warnings. No exceptions.
- 5.9 Owners, tenants, their children and their guests may not stake, tie or leave their pets unattended on any part of the common areas of Sandpiper Cay.
- 5.10 Owners, tenants, their children and their guests are not allowed to have pets in, on, or around the recreational areas.
- 5.11 Owners, tenants and their children are responsible for ensuring that their guests abide by the above Rules and Regulations.

- 5.12 Special circumstances such as but not limited to guide dogs, may be exempt from specific Rules & Regulations upon approval from Sandpiper Cay Management and/or the Board of Directors.
- 5.13 VISITING PETS are subject to all pet rules, no matter how brief the stay.

POOL, TENNIS COURT, AND PLAY AREAS

Section 6.0

- 6.1
- a. The noise level from voices, radios, etc., **must** be kept at a level so as not to disturb other neighbors; **foul language is prohibited.**
 - b. No alcoholic beverages are permitted in or around any recreational areas.
 - c. There is to be no fighting, shoving, throwing, of objects or other behavior which would endanger other people using the recreational areas.
 - d. No pets are allowed in designated pool and recreational areas.
 - e. Containers will be provided for trash. Please use them.
 - f. Glass bottles are prohibited in all recreational areas.
 - g. No running in the pool area.
 - h. No horseplay, excessive splashing, pushing, or dunking.
 - i. Equipment such as masks, fins, snorkels, boogie boards, or floats may be prohibited at the discretion of the pool monitor.
- 6.2 Two recreational passes will be issued to Sandpiper Cay residents, at no charge, on an annual basis. This pass must be carried when using the pool. If the pass is lost it may be replaced for twenty-five dollars at the management office and does not constitute an extra pass.
- 6.3 The recreational pass must be used to gain access to the pool. All guests must be accompanied by a Sandpiper Cay resident.
- 6.4 Children under thirteen (13) years of age are not permitted in the pool area unless accompanied by an adult. However, exceptions may be made at the discretion of Management and having been certified through a Water Safety Program.
- 6.5 Smoking is permitted on the upper level only of the swimming pool. Please use the butt cans provided for the disposal of cigarettes.
- 6.6 When weather dictates that the pool should be closed in the interest of safety, the pool monitor, under direction of Management, is responsible and is authorized to effect the clearing and closing of the pool area. **When the front door is locked, the pool is closed.**

- 6.7 Proper bathing attire must be worn.
- 6.8 Private pool parties are not permitted.
- 6.9 All residents must present their recreation passes to the pool monitor upon entering the pool area. Passes will be held at the monitor's table and returned upon your exit from the pool area.
- 6.10 The pool monitor is in complete charge. He/she may dismiss from the pool area any person(s) who violate these regulations, exhibits unbecoming conduct, or fails to show evidence of the right to use the pool.
- 6.11 When a person(s) has been reprimanded or asked to leave the pool area, those person(s) must do so immediately.
- 6.12 To ensure maximum attention to the pool area safety by the pool monitor, members are requested not to converse with the pool monitor.
- 6.13 Parents are wholly responsible for and are expected to watch their child/children **AT ALL TIMES** while within the recreation area.
- 6.14 All children not toilet trained must wear approved "swimmies" when using the pool.
- 6.15 No bicycles, skateboards, skates, or any recreational vehicle with wheels are permitted in the pool area.
- 6.16 Climbing over the pool fence at any time day or night when the pool door is locked carries a \$150.00 fine and loss of pool privileges for the season. Trespassers, whether resident or non-resident, will be arrested and prosecuted by police to the full extent of the law.

NON-RESIDENT OWNED UNITS

Section 7.0

- 7.1 All unit owners who rent their units to tenants shall be obligated to keep all units in repaired and harmonious condition at all times. This includes nuisance, damage, and pet control, as spelled out in the Rules & Regulations. Failure to do so will result in violations. Owners are obligated to have the pertinent instructions included in their lease that requires their renter to notify management of any potential problems that could result in personal, physical and/or property damage.
- 7.2 All unit owners who rent their units shall complete, sign, and provide their Rental Lease, Sandpiper Cay Addendum (Exhibit B), and Appendix A at least five (5) days after tenant move-in. Failure to do so would subject the owner to a fine of \$75.00.
- 7.3 All Investor/Owners must notify the Management Office within ten (10) business days of the date their unit is vacated.
- 7.4 Owners and tenants are responsible to keep each other, and the Management Office informed of any potentially hazardous or hazardous in-unit maintenance related problem.

- 7.5 In an emergency situation, which threatens the safety and/or property of another unit, Management has the right to enter the unit. Assisting in limiting any further damage will be assessed to the owner.
- 7.6 All Investor/Owners must register their tenant(s) for pool privileges, if you are choosing to relinquish your pool privileges to your tenant(s). Your tenant(s) will not receive a Pool Season Registration Form from the Management Office. It is the owner's responsibility to complete and return the Pool form to their tenant(s).
- 7.7 All Investor/Owners are required to purchase a \$25.00 Rental Package from the Management Office for each new tenant. The \$25.00 fee is due at the time of pick up. The package will include a copy of the current rules and regulations as well as the association bylaws. This is also downloadable from the website or you may photocopy it. However, if photocopied, it is the responsibility of the homeowner to ensure that the copy being used is the most current.

COMMUNITY ROOM RULES & REGULATIONS

Section 8.0

- 8.1 . The person using the Community Room is responsible for the conduct of all guests using the facility. If a disturbance is caused through the use of the Community Room facility requiring Management action, it will be considered a breach of the Rules & Regulations.
- 8.2 Violations of the Rules & Regulations will result in the recovery of adequate funds to restore the room to its original condition. A \$100.00 refundable fee is required of the individual renting the Community Room. If damage is greater than \$100.00, payment is to be assessed to the unit owner's account. Insurance requirements for usage of the Community Room are available at the Management Office.
- 8.3 Conduct of the persons using the Community Room facility will be governed by the Rules & Regulations of the Condominium and common sense with regard to time, (no later than midnight) length of party, noise, language, and physical control of all individuals. The resident will be responsible for any and all damages done to the Community Room, and is responsible to see that all guests obey all rules and regulations of Sandpiper Cay.
- 8.4 A private party will not consist of over fifty (50) guests.
- 8.5 The room and fixtures must be returned in the same condition as given; clean, with no damage to the physical property. This also includes rest rooms.
- 8.6 The key must be returned by 9:30 a.m. on the next working day following the last day of use.

THESE RULES ARE FOR YOUR PROTECTION AND COMFORT.

WE REQUEST YOUR COOPERATION.

PET REGISTRATION FORM

The Sandpiper Cay C.O.A. Rules & Regulations, Pets Rule 5.4, states that owners and Tenants must register each of their pets annually with the Management Office.

INSTRUCTIONS: ALL residents must complete this form. Pet owners should complete Section B. If you have more than one pet, please copy this form or call the Management Office for additional forms. Non pet owners should complete Section A only. **ALL FORMS MUST BE SIGNED! NOTE: PER THE SANDPIPER CAY C.O.A. BY-LAWS ONLY 2 PETS ARE ALLOWED PER UNIT.**

SECTION A: _____ I do not own any pets (non pet owners check here).

Resident Name: _____ Date: _____ Unit #: _____
Home Tel. # _____ Work Tel. # _____
Alternate # (cell) _____

SECTION B:

Resident Name: _____ Date: _____ Unit # _____
Home Tel. # _____ Work Tel # _____
Alternate # (cell) _____
Type of Animal: Dog Cat Bird Other _____ (circle one)
PET NAME: _____ Age: _____
Breed: _____ Male Female (circle one)
Color(s): _____
Hair: Short Long Straight Curly (circle all that apply)
Weight: _____ lbs. (Note: If immature pet, estimate wt. at adulthood)
Unique Markings: _____

IN CASE OF AN EMERGENCY:

Veterinarian: _____
Address: _____
Telephone # _____

Signature: _____ Date: _____

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Sandpiper Cay Condominiums
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APPENDIX A

Sandpiper Cay C.O.A. ACTION FORM

I have observed the resident of Unit # _____ violating the following regulation(s) or bylaw(s):

Violation Date: _____ Time: _____

PLEASE CHECK:

_____ Public nuisance (explain) _____

_____ Pet, unleashed and unaccompanied by an adult, on the common element.

_____ Unlicensed/abandoned vehicle.

_____ Trailer, truck, camper truck, house trailer, boat, mobile home or the like kept in the common element.

_____ Extraordinary maintenance of vehicle on the common element.

_____ Vehicle not parked in designated parking area.

_____ Unreasonable or unsightly accumulation of litter, trash, or building materials on patio/balcony or common element.

_____ Trash not bagged and tied and placed inside dumpster.

_____ Other (explain) _____

Mail or drop at:
Sandpiper Cay
PO Box 449
Kitty Hawk, NC 27949

(Name) (Date)

(Address)

ALL INFORMATION WILL BE KEPT CONFIDENTIAL

Sandpiper Cay Condominiums
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EXHIBIT "B"

UNIT NO. _____

LEASE INFORMATION FORM

SANDPIPER CAY CONDOMINIUM ASSOCIATION

UNIT OWNER: _____

UNIT OWNER
ADDRESS: _____

UNIT OWNER
PHONE NO. _____

NAME OF TENANTS (All tenants on lease should be listed):

_____ DOB _____

_____ DOB _____

_____ DOB _____

CHILDRENS' NAMES AND DOB _____

NUMBER OF OCCUPANTS _____

PRESENT ADDRESS _____ PHONE # _____

LENGTH OF INITIAL LEASE TERM ____ PROPOSED STARTING DATE _____

RENEWAL OPTIONS, IF ANY _____

AUTOMOBILES, MAKE & YEAR _____ LIC. NO. _____

AUTOMOBILES, MAKE & YEAR _____ LIC. NO. _____

NUMBER & TYPE OF PETS _____