



# CRAB POINT PARK

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## **RULES & REGULATIONS**

### **TABLE OF CONTENTS**

INTRODUCTION	Page 1
DEFINITIONS	Page 1
SECTION A: ILLEGAL ACTIVITY	Page 1
SECTION B: GUESTS	Page 2
SECTION C: USE OF PREMISES	Page 2
SECTION D: PETS/SERVICE ANIMALS	Page 2-4
SECTION E: GENERAL RULES	Page 4-5
SECTION F: GENERAL MAINTENANCE	Page 5-6
SECTION G: LAWN MAINTENANCE	Page 6
SECTION H: VEHICLES AND PARKING SPACES	Page 6-7
SECTION I: RIGHT OF ENTRY	Page 7
SECTION J: AMENDMENTS/SEVERABILITY	Page 7

## INTRODUCTION

The Owner/Management of Crab Point Park LLC is not responsible for damage, injury, or loss by accident, fire or theft to any Tenant's property, or property of a Tenant's guest. This will be considered full notification that you are using the premises/facilities at your own risk. Tenants will be held liable for any and all damages caused by them, their children and their Guests, and Tenants assume all such responsibility. Tenant's clothes, furniture, vehicles, and all other personal property are NOT covered by Crab Point Park LLC's insurance. The Management reserves the right to evict Tenants or Guests for violating any of these Rules and Regulations. Multiple complaints from neighbors about persistent, boisterous or offending conduct, excessive noise, or disturbing the peace is immediate grounds for eviction. Tenants are responsible for their Guest's actions while they are visiting in the Subject Property.

## DEFINITIONS

1. **Management:** Anyone representing the Owner/Management of Crab Point Park LLC. This includes, but is not limited to the owner, Management Company and/or on-site manager.
2. **Tenant:** Anyone who has written approval by Management to reside in a property of Crab Point Park LLC and has signed both a Lease Agreement and agreed to the Rules and Regulations. This also defines any member of a Tenant's household who is named in the Lease.
3. **Guest:** Any person who is not a Tenant, and is not named in the Lease Agreement.
4. **Premises:** All the land and facilities located at the address listed in the Lease, together with any buildings, improvements, and other property, real or personal, now existing or at any time acquired, constructed or located thereon, including inside of all homes and outbuildings.
5. **Attractive Nuisance:** A dangerous condition on a piece of property that may attract children onto the land and may involve risk or harm to their safety. (Because child trespassers may not appreciate the risks that the dangerous condition poses, those responsible for the land have the duty to either eliminate that danger or make it inaccessible to trespassing children.)
6. **Domesticated Animals:** a dog, cat, bird, fish, turtle, or rodent (including a rabbit, but excluding rats or mice) that is traditionally kept in the home for pleasure rather than for commercial purposes. **This does not include reptiles (except turtles), animals normally described as farm animals, exotic animals, vicious animals, and dangerous animals.**

## SECTION A: ILLEGAL ACTIVITY

1. No Tenant, member of the Tenant's household, or any Guest or other person under the Tenant's control shall engage in illegal activity, including drug-related illegal activity, on or near the Premises.
2. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance, or possession of drug paraphernalia.
3. No Tenant or member of the Tenant's household shall permit the dwelling to be used for, or to facilitate any illegal activity, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household.
4. No Tenant or members of the Tenant's household shall engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the Premises or otherwise.
5. No Tenant, member of the Tenant's household, or a Guest or other person under the Tenant's control shall engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the Rules and Regulations that otherwise jeopardizes the health, safety or welfare of the Owner, his agents, Management, or other Tenants and Guests.

**A single violation of any of the provisions of this section shall be deemed a serious violation and material non-compliance with the Lease Agreement. It is understood and agreed that a single violation shall be good cause for eviction. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.**

## SECTION B: GUESTS

1. Tenant shall acquaint their Guest with the conditions of the Lease, including, but not limited to, the Rules and Regulations. Tenant is personally responsible for all the actions and conduct of the Tenant's Guest while the Guest is on the Premises. A violation of any rule or regulation by a Guest is also a violation by the Tenant as such Guest's sponsor. Management may, at its sole discretion, elect to proceed against the Guest only, the Tenant only, or both the Tenant and the Guest to enforce the Rules and Regulations.
2. Tenant **must** notify Management immediately of any Guest staying in or on the Premises for more than ten (10) consecutive days, or more than fourteen (14) days in any calendar year.
3. Any Guest desiring to stay on the Premises for more than (10) consecutive days must first obtain written approval from Management.
4. Unless otherwise agreed to in writing by Management, any Guest wishing to stay on the Premises for more than fourteen (14) days in any calendar year must submit an application with Management, undergo a credit and background check at the Guest's expense, and if approved, must be listed by name in the Lease Agreement and agree to the Rules and Regulations.
5. If the Guest is not approved by Management, the Guest will not be permitted back on the Premises. If approval is not given, and the Guest enters the Premises again, the Guest shall be guilty of trespassing, and subject to prosecution to the full extent of the law.
6. Tenant shall have no right to grant any Guest immunity from trespassing if Management has declared the Guest to be trespassing.
7. Any Tenant with knowledge of any Guest staying outside the terms stated in this section who fails to notify Management immediately will be subject to a fine of **\$50** for noncompliance.
8. Any Tenant who aids or abets a Guest to violate a rule in this section, or any section hereunder, shall be in direct violation of the Lease Agreement and shall be subject to eviction proceedings.

## SECTION C: USE OF PREMISES

1. Management's insurance requirements do not allow certain items on the Premises.
  - a) **No vicious or aggressive breed of animal, and no Attractive Nuisance shall be allowed anywhere on the Premises.** Attractive Nuisances include, but are not limited to, trampolines, swing sets, outdoor hot tubs and swimming pools (including inflatable pools and kiddie pools).
  - b) Any Tenant that violates any part of this rule, or any Tenant who allows a Guest to violate any part of this rule will be subject to a fee of **\$500** and will immediately remove the prohibited item(s) from the grounds or will be evicted from the Premises pursuant to North Carolina law.
2. Tenants, their children and their Guests shall not encroach or trespass on any other Lot in the Community, or upon any area which is not open for general use by Tenants and their Guests.
3. The total number of residents in any home shall not be greater than two per bedroom. All Tenants and occupants must be approved by Management prior to establishing residency. All Tenants, or persons occupying a home, must be listed by name in the Lease Agreement. Any additional occupants must be approved by Management prior to move-in.
4. The Premises may not be rented, loaned, or used by anyone for any purpose other than as granted in the Lease Agreement. Assignment or subletting is not permitted unless prior approval is granted in writing by Management.
5. Tenant shall not use any part of the Premises at any time for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than a single family private dwelling, unless prior approval is granted in writing by the Management.
6. Garage/estate/yard sales must be approved by Management in writing prior to the posting of any signage or advertisement. Each Tenant shall remain responsible for the Guests visiting their yard sale.

## SECTION D: PETS/SERVICE ANIMALS

1. Written approval from Management is required for **ALL** pets, companion animals and service animals; hereafter collectively referred to as "Pets".

2. Pets are limited to two per household, unless prior written approval from Management is given, and are limited to Domesticated Animals as defined in Definitions. Animals normally described as farm animals, exotic animals and dangerous animals are not allowed. No outdoor pets will be permitted.  
**Only pets approved by management are allowed on the Premises at any time.**
3. No pet may exceed forty (40) pounds in weight or twenty (20) inches in height (at the highest point of the pet's shoulder blades) at **maturity**.
4. Every dog or cat owner **must** fill out a Pet Agreement or Service Animal Agreement and provide a picture of pet(s) and proof of current shots/rabies vaccinations **BEFORE** the pet is allowed on the Premises. Other pets as described in the Definitions as Domesticated Animals are allowed in a home owned by a Tenant and do not require a Pet Agreement.
5. Tenant will be required to remove any bird or pet whose vocalization is so loud as to disturb neighbors.
6. Tenant is responsible for providing and maintaining liability insurance for any pets on the Premises.
7. Tenant assumes all risk, liabilities and responsibilities for his or her pet, and any pet of a Tenant's Guest, and agrees to hold Management harmless from and against any actions, suits, claims, and demands, including legal fees, costs and expenses, arising from damage or injury to any person or property of others, including Management and Management's property, by Tenant's pet or a pet of a Guest.
8. The Tenant shall be liable for any loss, damage, claims, or liability, including attorney fees, directly or indirectly caused by the Tenant's pet, or the pet of the Tenant's Guest.
9. Tenant **must immediately** notify Management if any pet in any way inflicts any injury to anyone at any time or in any way damages the premises.
10. Any pet that displays signs of aggression towards, or causes injury to, Management, a Guest, a Tenant, a child, or another pet **shall be removed from the Premises immediately** or the pet's owner will be subject to eviction. This aggressive pet will not be allowed back on the Premises.
11. ALL pets on the Premises must have a tag or other visible form of identification on its collar, showing the contact information of the Tenant responsible for the pet. ALL pets must have valid licenses, and proof of current rabies vaccinations/shots.
12. NO PET SITTING for Guests is allowed. Guests are NOT permitted to bring their pets onto the Premises without prior written approval from Management. If Management approves the pet's visit, the owner of the pet must be present while the pet is on the Premises. All Rules and Regulations regarding pets will apply to the pets of Guests. Each Tenant will be held responsible for the damage of their Guest's pet.
13. Full or mixed breeds of the following dogs are not permitted on the Premises at any time: Chow, Rottweiler, Doberman, Pit-bull (bull of any kind), Boxer, Blue Heeler, Huskies, Malamutes, German Shepherd (Shepherd of any kind), Akita, Wolf-hybrid and any other breed or mix as determined by Management to be a dangerous breed. Special exceptions to this pet rule may be allowed to accommodate "SPECIALLY TRAINED" animals as allowed by law.
14. No pet shall be allowed to disturb the quiet and/or peaceful enjoyment of others. Noisy, unmanageable, or unruly pets that cause complaints and/or damage will not be allowed to remain on the Premises.
  - a) Tenant shall receive one written warning regarding a complaint about a pet.
  - b) If a second written notice is required, the Tenant will be subject to a **\$50** fee.
  - c) If a third written notice is required, the Tenant will be subject to a **\$100** fee, and for any notice thereafter and, at the option of the Management, Tenant may be required to remove the pet from the Subject Property permanently within 24 hours.
15. Each Tenant must have his or her pet go to the bathroom in his or her own yard. Pet waste must be cleaned up and properly disposed of immediately. If animal waste is left in a yard, Management reserves the right, without prior notification, to clean and dispose of the waste.
  - a) Tenant will be subject to a fee of **\$20** for the first offense.
  - b) Tenant will be subject to a fee of **\$50** for each offense thereafter.
16. Pets must not go into any building other than the pet owner's home, any yard other than the pet owner's yard. ALL pets and service animals must be on a leash no longer than 6 feet at ALL times when outside. Unleashed pets without ID may be picked up and taken to the animal shelter without notice, or reported to animal control. Pet owners must be with their pets whenever the pet is outside.
17. Pets are not allowed to roam unattended anywhere on the Premises including the pet owner's lot, Community streets, or common areas. If a pet is outside, it must be attached to its owner.

18. Pets may not be chained outside or the pet owner will be asked to remove his or her pet if complaints are received. No chains, yard stakes, outdoor cages/carriers/kennels, or pet runs will be allowed.
19. All fees not paid within ten (10) days of issuance shall be a default of the Lease.
20. Notwithstanding the preceding, in the event of a breach of the Pet/Service Animal agreement, Management reserves the right in its sole discretion to:
  - a) Immediately terminate the Pet/Service Animal Agreement and demand removal of the pet(s);
  - b) and/or Terminate the Lease Agreement pursuant to North Carolina law.

**Management reserves the right to revoke permission to keep a pet. Tenant's failure to remove a pet from the Premises after notice from Management to do so shall be a default of the Tenant's Lease Agreement.**

#### **SECTION E: GENERAL RULES**

1. There is to be **NO** driving or parking on the grass. There are NO exceptions to this rule outside of riding lawnmowers. Any Tenant who drives or parks on the grass, or allows a Guest to drive or park on the grass will be subject to a fee of **\$50** per incident and shall be liable for any and all damages caused by driving in the yards or over septic systems. Any vehicle parked in the grass will be towed at the vehicle owner's expense, and the vehicle owner assumes all risk of damages to their vehicle.
2. The speed limit on the Premises is 10 mph. Tenants and Guests must abide by this speed limit. Any Tenant who fails to abide by any sign posted by law enforcement or Management in the Community shall be subject to a fee of **\$50** per offense. Tenant shall be held responsible for any violation of this rule by their Guest.
3. The Carteret County Noise Ordinance will be honored. There is to be no unreasonably loud, disturbing or unusually excessive noise on the Premises at any time. From the hours of 10 p.m. to 7 a.m., there shall be no excessive noise such as to disturb any neighbors.
4. Except in the case of an emergency, please do not call or text Management after normal business hours, Monday-Friday, 8 a.m.-5 p.m. Excepting emergencies, all complaints must be in writing, signed and dated by the person making the complaint.
5. Children and minors must be kept out of Management's Office/facility buildings unless accompanied by an adult. Tenants will be held responsible for any damage done by their children or their Guests. Children and young adults are required to be in their own homes or yard by dark or with their parents. Children and minors are the parents' responsibility and they are not permitted to roam the Premises without proper supervision, or to offend other people, or damage other people's property. Proper supervision must be provided for children when both parents are at work.
6. The use of any firearm, sling shot, bow, arrow, paintball gun or air rifle/pistol is prohibited on the Premises.
7. In the event of fire or other damage or destruction of the property, the Tenant shall be responsible for removing all debris from his property within thirty (30) days, unless prior approval is granted in writing by Management. During such time, the Tenant shall still be responsible for paying all rent and other charges. Management strongly recommends that Tenant have at least one fire extinguisher in the home.
8. No clothes lines are allowed and there is to be no drying of clothes or laundry outside.
9. There is to be no fencing of any kind installed on any lot.
10. Trashcans with lids must be used to hold all trash and garbage outside the unit and they are to be placed at the rear of homes or in sheds. All trash must be bagged and stored inside of closed cans. Each Tenant is responsible for keeping his lot clean and free of trash/recyclables.
11. There shall be no burn barrels or burning of trash on the Premises. Fire pits may be allowed with prior written approval from Management. All firewood must be stored out of sight behind the home.
12. No motor oil or any other caustic, hazardous or non-biodegradable substance shall be deposited, directly or indirectly, in any drain, septic system or anywhere on the Premises.
13. No Tenant shall tamper with or open outdoor meter boxes or other electrical equipment. Any utility repairs from the Community's outlets to and including the Tenant's home are the responsibility of the Tenant. All sewer, water, electrical, and television connections must meet state and local standards and be performed by qualified, authorized personnel.

14. All utility connections and disconnections are to be arranged by the Tenant with the appropriate utility company or with Management for any sewer connect or disconnect.
15. Tenants are responsible for keeping their sewer lines clear between their home and the septic system tank. Coffee grounds, grease, and food particles should NOT be dumped down kitchen/bath drains, or flushed down toilets. Do NOT flush paper towels, “flushable” wipes, tampons, disposable diapers, sanitary napkins, etc. Any repairs or premature need to pump septic system due to such articles will be charged to the Tenant.
16. Tenants shall not erect or display on the home, lot, or common area any sign without first obtaining written approval from Management.
17. Any construction or landscaping work on lots, homes, decks or outbuildings will require prior written approval from the Management and a building permit (if required) from the town of Morehead City. This includes, but is not limited to, installation/modification of decks, covered porches, and storage sheds.
  - a. A maximum of one shed per lot. The location and model of all new sheds must be approved in writing by Management. All sheds must have exterior measurements no larger than 10' x 10' x 10'h. Please note that not all lots can accommodate a shed due to the location of septic tanks and/or other utilities.
  - b. Sheds must be in back of your unit in a location approved in writing by Management. Absolutely no sheds in the side or front yards.
  - c. All sheds must be kept in good condition. A tarp is not an unacceptable door. Storing items around the outside of a shed is unacceptable – your belongings need to be inside the shed with the door closed.
18. No permanent alterations are to be made to any home, deck, shed or home lot without the prior written approval from Management. Management reserves the right to approve any exterior accessory or structure added to the home or placed on the home lot prior to its construction and/or installation. All structures must be of factory/manufactured material, match the home completely, and be specifically approved by Management prior to their construction and/or installation. Management, at Tenant’s risk and expense, will remove any structure of any kind erected without Management’s written permission.

## **SECTION F: GENERAL MAINTENANCE**

1. Homes, lots and decks must be kept clean and tidy. All toys, bicycles, tools, building materials, etc. are to be stored out of sight in sheds. Storing personal items under the home or under decks is only permissible if prior approval is granted in writing by Management.
2. If the Tenant owns the home, Tenant shall:
  - a) Keep the home, shed and decks in good condition and repair, including but not limited to:
    1. Keeping the home free of mold and mildew on the outside of the home, sheds and decks,
    2. Keeping all parts of the home, shed and decks free of peeling paint,
    3. Replacing any damaged, warped, loose, or missing roofing, siding, or skirting or lumber
    4. Keeping the home, shed and decks up to code and free of safety hazards
  - b) Keep the roofs and gutters free of debris.
  - c) Replace any damaged or missing roofing, siding, skirting or lumber within 30 days. In the event of roof damage/missing shingles/leaks, a tarp may be professionally installed for no more than 30 days. Roof repairs are to be made within this time. Replacement materials must match the existing materials perfectly and no mixing and matching of colors/materials will be permitted.
  - d) Management may require the Tenant do the following on an as-needed basis:
    1. Wash home, shed and decks to remove mold/dirt/mildew.
    2. Repair and/or paint exterior doors, shutters, siding, decks, porches, skirting, and sheds.
    3. Repair and/or replace any broken or missing exterior lights, shutters, windows or screens;
    4. Repair and/or replace damaged/missing roofing, siding, skirting or other exterior items.
3. Decks/porches/steps are not to be used as storage. This includes under the deck/porch/steps. Only neat and orderly porch furniture, potted plants and grills are allowed on decks and porches. All outdoor furniture and grilling equipment shall be in good repair. Grills must be stored behind the home and are not permitted to be left in front of the home.

4. No trash, rubbish, brush, limbs or leaves are to be piled or placed anywhere on the Premises.
5. Each Tenant is responsible for keeping his or her lot free of animal/pet waste, cigarette butts and any other trash/debris
6. Management will notify Tenant in writing of any maintenance issues, and Tenant shall have thirty (30) days to perform all the maintenance tasks listed in the written notice, unless otherwise agreed to in writing by Management. If Tenant fails to perform the maintenance required within thirty (30) days of the written notice, Tenant will be subject to a fee of **\$50**. If Tenant fails to perform all the maintenance tasks required within sixty (60) days of any notice, Management reserves the right, but is not obligated, to perform the listed maintenance tasks and Tenant shall be charged the full cost of the maintenance and/or repairs plus a **\$50** service fee.

#### **SECTION G: LAWN MAINTENANCE**

1. Unless otherwise specified in the Lease Agreement, the Tenant is responsible for maintaining all lawn and yard areas, parking spaces, flowers, trees, bushes and shrubbery on their lot.
  - a) Lawn must be mowed and trimmed on a regular basis so that the grass shall not exceed 3" in height anywhere on the lot or around the home.
  - b) Parking spaces must be neatly edged and all grass and/or weeds must be removed from any cracks or seams in the parking spaces and from flower beds.
  - c) All bushes, shrubs and trees must be neatly trimmed, and the lot kept free of branches, anthills and other debris.
2. In the event of carelessness or neglect, Management reserves the right, without prior notification, to have the lawn maintenance done and the Tenant will be charged for full cost of the maintenance plus a service fee of **\$50**. If Tenant consistently fails to maintain the lot as outlined above, Management reserves the right to evict the Tenant.
3. Tenants shall not plant, dig or drive stakes or posts without permission of the Management so that we may determine if there are underground utilities that may be jeopardized. Any tenant that fails to obtain written permission from management prior to performing changes to any lot will be held responsible for any damage caused and will be subject to a fee of **\$50**.
4. Shrubs or trees with intrusive roots or climbing vines will not be permitted.
5. Lawn equipment may not be stored outside when not in use. All lawn equipment shall be stored in the Tenant's shed or under the home or deck (where permissible) and out of sight.
6. Landscaping and improvements of each lot will be the Tenant's choice and responsibility, upon Management's written approval. All landscaping and improvements to the lot shall become a permanent part of the lot.

#### **SECTION H: VEHICLES AND PARKING SPACES**

1. There is to be **NO** driving or parking on the grass. There are **NO** exceptions to this rule outside of riding lawnmowers. Any Tenant who drives or parks on the grass will be subject to a fee of **\$50** per incident and be liable for any and all damages caused by driving in the yards or over septic systems. Tenants shall be held responsible for any Guest. Any vehicle parked in the grass will be towed at the vehicle owner's expense, and the vehicle owner assumes all risk of damages to their vehicle.
2. Each licensed Tenant is permitted one licensed, operable vehicle on the Premises unless otherwise approved by Management in writing. In any household with more than three licensed drivers, the maximum number of vehicles permitted per lot shall not exceed three.
3. All vehicles on the Premises must be in good repair. No vehicle leaking oil or any other substance or fluid shall be allowed on the Premises. Any vehicle dripping oil or gasoline must be repaired immediately.
4. All concrete, asphalt, or similar surfaces shall be kept clean and maintained free of oil, paint, chalk, rust, and all other sticky, grimy, or oily substances that will degrade the clean appearance of these surfaces. No concrete, asphalt, or similar surfaces may be installed without prior written approval of Management. Tenant shall be held liable for any and all damage to concrete driveways, yards or streets, including but not limited to oil drips/spills/stains.

5. There is to be no automotive repair on the Premises. Minor maintenance work such as oil changes, washing and waxing, and tire rotations are permissible, but no overnight maintenance will be allowed. Tenant assumes all risk and liability for damages to the Premises.
6. All vehicles on the Premises must be titled, have a current registration, and must be insured. Dismantled and/or non-running vehicles and vehicles with no tags or expired tags, shall not be parked on the Premises. Any vehicle on the Premises lacking current license plate or registration will be towed away, without notification, and at the vehicle owner's expense and risk of damage.
7. There are to be no commercial or recreational vehicles parked or operated on the Premises.
8. No unlicensed person may drive on the Premises.
9. Dirt bikes, mini bikes, go carts, ATV's and UTV's are not to be driven/operated on the Premises, and must remain stored out of sight in the Tenant's shed.
10. Campers, motor homes, utility trailers, boats, etc., are prohibited, and must not be stored or parked anywhere on the Premises, with the exception of loading and unloading, except by special written permission and arrangement with the Management. This loading and unloading period is not to exceed overnight.

#### **SECTION I: RIGHT OF ENTRY**

1. Management shall have the right, but not obligation, to access any Tenant's home in the event of an emergency or to prevent imminent danger to the occupant or the home.
2. Management shall have the right, but not obligation, of entry onto the lot at any and all reasonable times for the purposes of repair and replacement of utilities, the removal of trees, as necessary and any other maintenance or management tasks.

#### **SECTION J: AMENDMENTS/SEVERABILITY**

1. Management reserves the right to amend or revise these Rules and Regulations from time to time, as well as add additional rules and regulations and signs posted in and about the Community pursuant to North Carolina Law.
2. Tenant agrees to conform to such rules and regulations as shall from time to time be established by the Landlord in the future for the safety, care, cleanliness, or orderly conduct of the Premises and the Community of which they are a part, and for the benefit, comfort and convenience of all the occupants of said Community.
3. Any amendment, revision, or addition to the Rules and Regulations will be printed and dispersed to Tenant and shall become effective upon receipt thereof.
4. Should any clause, provision or portion of these Rules and Regulations, revisions or addendums, if any, be ruled invalid or unenforceable by law, said decision shall not invalidate nor render unenforceable the remainder of these Rules and Regulations and any conflict within this Agreement shall be applied in the strictest part.