

## **REGULATIONS**

### **MARTIN'S POINT HOMEOWNERS ASSOCIATION, INC.**

#### **PREAMBLE**

The purpose of these Regulations is to provide a framework for preserving order and harmony in the Martin's Point community, in balance with its tranquil and unique setting, and to regulate the use of the Common Areas. They apply to every Member of the Association, their Tenants, guests and contractors.

Regulations may be amended or new Regulations added by the Board of Directors after public hearing and due notice of enactment. Amendments or additions must be supported by reasonable bases and justifications in fact, that are provided to each member prior to the hearing, and given in the Appendix. The following Regulations became effective initially on March 1, 1991, and have been amended as indicated in the Notes at the end.

#### **ARTICLE I** **DEFINITIONS**

In addition to the definitions contained in the Declaration and in the By-laws, the following terms shall have the meaning indicated in these Regulations:

- (1) "Common Areas" shall mean those areas owned by the Martin's Point Homeowners Association, Inc., (hereinafter referred to as the "Association"), or in which it has an interest, including, but not limited to areas shown on any recorded plat of Martin's Point which are labeled as "Common Areas," such as the marina, ponds and adjacent land, dumpster area, postal building area, various planting areas, roadways and associated rights of way and easements.
- (2) "Person" shall mean any Owner, Tenant resident, guest, vendor, service personnel, construction crew member, or other individual, group or corporation.
- (3) "Pier/Dock" shall mean any structure built out over the water, such as a pier or wharf, for receiving boats or providing a pleasure platform.
- (4) "Plans" shall mean those plans and specifications for structures or other improvements on any Lot showing: the shape, dimensions, materials, floor plan(s) and elevations, basic exterior finishes and colors therefore; locations on site; driveways and parking, wells, septic tanks and drain fields.
- (5) "Tenant" shall mean lessees of property in Martin's Point.

#### **ARTICLE II** **PROPERTY USAGE AND IMPROVEMENTS**

##### **Section A. Compliance and Approvals.**

- (1)<sup>1</sup> Unless plans therefore are submitted in duplicate to the Architectural Control Committee (hereinafter referred to as the "Committee"), reviewed by it as to harmony of external design and location in relation to any surrounding structures and topography, and expressly authorized in writing by it: no dwelling, driveway, or accessory structure, nor any exterior addition or alteration to any existing structure, nor any clearing of trees or site work (including grading and filling), nor any creation of ponds or wetlands, shall be commenced, erected or maintained in Martin's Point.
  - (a) The Committee shall have the absolute and exclusive right to refuse to approve any such plans which are not suitable or desirable in the opinion of the Committee for any reason, including purely aesthetic reasons, which in the sole and uncontrolled discretion of the Committee shall be deemed sufficient.

- (b) The Committee shall not refuse to approve any plans which are substantially similar to any other plans which previously have been approved for or constructed on any other Lot.
  - (c) The procedures for obtaining or being relieved from Committee approval may be found in the Declaration and/or the Guidelines.
- (2)<sup>1</sup> Prior to approval of any plans for site improvement or construction, the Owner or Owner's agent shall deposit four-thousand dollars (\$4,000.00) with the Committee, by cash, certified check or assignment of bank account(s), payable or assigned to the Association. Such deposit shall be transferred to and held in escrow by the Association for the purposes of:
- (a) Ensuring the repair of any damage done to Common Areas caused by such site improvements or construction; and
  - (b) Ensuring compliance with all construction requirements.
- Thirty (30) days following completion of the site improvement or issuance of a Certificate of Occupancy for such construction, the escrowed deposit shall be refunded to the Owner or Owner's agent unless there is any unrepaired damage to Common Areas caused by such work or any non-compliance with construction requirements. In these events, the Association shall cause such repairs to be made to the Common Areas and initiate and complete activities needed for compliance with construction requirements; the costs thereof shall be paid from the escrowed deposit and the balance thereof, if any, shall be refunded to the Owner or Owner's agent. The Owner shall be responsible for costs in excess of the deposit. Any such deposit may be waived by the Committee upon its determination that the proposed site improvement or construction is unlikely to cause damage to the Common Areas or is unlikely to be in any non-compliance with the construction requirements. If the Committee makes a determination to waive such deposit, the Owner and Owner's agent (if applicable) will be so notified in writing. Notwithstanding anything contained in this paragraph, irrespective as to whether in fact a deposit is required, neither the Committee, the Association nor the Board shall have any obligation to contract for compliance with the construction requirement and/or the repair of any damage to the Common Areas by such site improvements or construction.
- (3) Unless otherwise approved in writing by the Committee, no signs, mailboxes, birdhouses, shrubbery, trees, fences, sprinkler systems or other improvements, other than grass, driveway aprons and culverts may be placed on any portion of the Common Areas abutting any Lot.
  - (4) No Owner may erect or maintain a private dock, dam or similar structure on any Common Areas, such as lakes, ponds or waterways.
  - (5) Zoning, building and construction ordinances of Dare County shall apply to Martin's Point unless superseded by more restrictive requirements contained in the Declaration, the Guidelines or these Regulations.
  - (6) Each building erected upon a Lot shall be completed within twelve (12) months after commencing construction, except where completion is, in the opinion of the Association, impossible or would result in severe hardship to the Owner or the builder, due to causes beyond their control. In such cases, written approval by the Committee shall be required.
  - (7) Additional facilities.
    - (a) The following facilities must be provided when construction is commenced:
      - (i) a temporary toilet, if no operating toilet already exists on that site; and
      - (ii) a construction-trash container.
    - (b) These additional facilities must be placed on the Lot and not on the Common Areas.
  - (8) Job sites must be kept as orderly as practicable.
  - (9) Minimum landscaping must be completed within one year of completion of construction of a dwelling.

- (10) The first floor of heated and/or air conditioned living area must be at least eight (8) feet above mean sea level.

**Section B. Repair of Damage.**

- (1) Each Owner shall repair, or cause to be repaired, any damage done to the Common Areas as a result of activities arising from the construction or occupancy of structures, or from site work of any kind performed on each Owner's Lot.
- (2) Each Owner shall remove any trees or branches which fall from his/her Lot onto any Common Area.

**Section C. Tenants.**

Each Owner leasing property to another person under a tenancy agreement shall notify the Association within thirty (30) days of the name and mailing address of the Tenant and the duration of tenancy.

**ARTICLE III**  
**CONDUCT OF ACTIVITIES**

**Section A. Nuisances.**

- (1) Animals belonging to guests (including but not limited to dogs, cats, etc.) shall not be brought into Martin's Point without permission of the guest's host. If such permission is granted, and the gate guard so notified, the animal maybe allowed to enter but must remain on the premises of the host.
- (2) Animals belonging to non-residents are not allowed in Martin's Point under any circumstances, except as provided in (2) above.
- (3)<sup>1</sup> All dogs on Common Areas shall be on a leash and Owners shall be responsible for removing waste deposited on the Common Areas by their animals.

**Section B. Fishing in Common Areas.**

- (1) Fishing by guests in Common Area ponds or at the Marina is allowed only when the guests are accompanied by the Owner.
- (2) Fishing by non-Owners, other than guests, is prohibited.
- (3)<sup>4</sup> All fish taken from ponds must be returned to the water unharmed.

**Section C. Use of Common Areas.**

- (1) Except as otherwise provided, an Owner may permit his/her guests and Tenants to use the Common Areas to the same extent as the Owner can.
- (2) If a person is an overnight guest in an Owner's house in Martin's Point, the Owner need not be present when the guest uses the Common Areas.
- (3) Guests may not invite other guests to use the Common Areas.

**Section D. Use of Trash Dumpsters.**

- (1) All trash and garbage not removed by the Owner from Martin's Point shall be placed entirely within one of the community trash dumpsters provided near the Martin's Point postal building.
- (2) Objects too large to fit within the standard trash dumpsters must not be left in the dumpster area except when special collection of such over-size articles is announced, at which time they must be placed entirely within the special trash dumpster.

**Section E. Use of Marina.**<sup>1</sup>

- (1) Every boat kept at the marina shall have a current state registration sticker, if required by law to operate on state waters.
- (2) Every boat and boat trailer kept at the marina shall have a current Martin's Point vehicle identification sticker. In the case of a guest, a note indicating their name and the name and address of their host in Martin's Point shall be affixed to their boat and/or boat trailer.
- (3) Any empty boat trailer kept at the marina shall be associated with a boat. Utility trailers shall not be kept at the marina.

- (4) Every boat, kayak, etc. must be stored on a trailer or kayak rack; they shall not be left on the ground.
- (5) No boat that is inoperable shall be kept:
  - (a) at the marina for more than thirty (30) days; or
  - (b) in a pier slip for more than fifteen (15) days.
- (6) The Board shall have the right to dedicate any and all boat slips on the north side of the pier to the exclusive use of an Owner, for a period not to exceed twelve (12) consecutive months, and charge a fee for such use.
- (7) Except as provided in (6) above, the length of time that a boat slip may be occupied by the same boat or same Owner is limited to seven (7) days and no more than fourteen (14) days total in any year.
- (8) Owners are responsible for damages to the pier or other facilities caused by their boats.
- (9)<sup>2</sup> No boat (including canoes, kayaks or personal watercraft), which has been owned by a Member for more than 12 months, may be stored at the marina unless it has been operated on the water at least once in the previous 12 months.
- (10)<sup>2</sup> The Association shall have the absolute right to move any boat or trailer which is parked at the Marina, at any time, with or without the owner's permissions.
- (11)<sup>3</sup> The use of crab pots around the pier, boat basin or channel is prohibited.

**Section F. Public Access.**<sup>3</sup>

Unless pre-approved by the Board of Directors, unrestricted public access into Martin's Point is not allowed. This includes, but is not limited to, Open Houses, Yard Sales, Parade of Homes, Civic or Charitable events. Anyone entering Martin's Point to view property for sale or for rent, must have an appointment with the property owner or they must be accompanied by a real estate agent.

**ARTICLE IV**  
**VEHICLES**

**Section A. Vehicles Authorized.**

- (1) The use of the roadways in Martin's Point is limited to those vehicles authorized by the State of North Carolina to be operated on public highways.
- (2) All-Terrain Vehicles (3- or 4-wheeled types), go-carts or similar such powered vehicles, may not be driven at anytime on any of the Common Areas and may not be driven on any privately owned property in Martin's Point (occupied or not) without the permission of the Owner of that property.
- (3)<sup>2</sup> No boat (including canoes, kayaks or personal watercraft), which has been owned by a Member for more than 12 months, may be stored at the designated area near the postal building unless it has been operated on the water at least once in the previous 12 months.
- (4)<sup>2</sup> The Association shall have the absolute right to move any boat or trailer which is parked on our Common Areas, at any time, with or without the owner's permissions.

**Section B. General Rules.**

- (1) No person may operate a vehicle in Martin's Point at a speed in excess of thirty (30) miles per hour or in violation of the laws of the State of North Carolina.
- (2) Except in the case of emergency, or except as specifically directed to do so by the guard, vehicles are not allowed to enter Martin's Point via the left (west exit) side of the guard house.

**Section C. Identification Stickers.** <sup>1</sup>

Each Owner shall obtain and affix a current Martin’s Point vehicle identification sticker to each of his/her vehicles, including boats, boat trailers and utility trailers, that will routinely be passing in and out of, or kept in, Martin’s Point. In addition to other penalties provided for herein, vehicles, boats, boat trailers and utility trailers without a current identification sticker may be stopped at the guard house and prevented entry.

**Section D. Inoperable Vehicles and Boats.** <sup>1</sup>

Inoperable vehicles, boats and boat trailers shall not be stored in Martin’s Point, except on the Owner’s property in an enclosed structure. They shall not to be visible from adjacent properties or streets.

**Section E. Vehicle and Boat Parking.** <sup>4</sup>

- (1) No vehicle, trailer or equipment of any type may be parked on the common area roadway, shoulders, or on other common areas between the hours of 2:00 a.m. and 7:00 a.m..
- (2) No vehicle of any type may be parked on the common area roadway shoulder adjacent to another owner’s property at any time. This restriction applies whether the property is developed or not. The only exception to this restriction would be the occasion of a social gathering at a home when adequate parking is not readily available in front of or in the driveway of the owner’s property hosting the gathering.
- (3) Homeowner passenger vehicles, trailers, campers, motor homes and other personal vehicles may be parked during daylight hours on the common area roadway shoulders of the road directly in front of the owner’s property, but totally off the roadway. Property owners violating these parking restrictions are subject to penalties in accordance with ARTICLE IX of the Regulations and/or the towing of their vehicles(s) at the owner’s expense in accordance with Section E., Article IV of the Regulations.
- (4) General construction and contractor vehicles, trucks, trailers and other equipment operated by their company and their employees, may be parked during daylight hours on the common area roadway shoulders of the road directly in front of the owner’s property, but totally off the roadway. Contractor vehicles parked in violation of these parking restrictions are subject to being towed at the contractor’s expense in accordance with Section E., Article IV of the Regulations

**Section F. Long Term Storage.** <sup>3</sup>

- (1) Only operable boats, personal watercraft, boat and PWC trailers may be stored at the designated area near the postal building.

**ARTICLE V**  
**FIRES**

No person may build or set a fire outdoors in Martin’s Point, except that outdoor cooking is allowed provided such fire is confined within a permanent barbecue pit or in a commercially manufactured grill or similar device designed for outdoor cooking.

**ARTICLE VI** <sup>1</sup>  
**CHANGE OF ADDRESS**

Each Owner shall notify the Secretary of the Association of any change in mailing address or e-mail address within thirty (30) days of the effective date of the change.

**ARTICLE VII**  
**ENFORCEMENT**

**Section A. Procedures.** <sup>3</sup>

Procedures for enforcement of these Regulations shall be as prescribed in the By-laws, Article VI, Section 1, paragraphs (j)(4), (k).

**Section B. Failure to Enforce.**

Failure of the Association to enforce at any time any Regulation herein contained shall not be deemed a waiver of the right to do so thereafter.

**Section C. Other Remedies.**

The remedies herein provided for enforcement shall be in addition to any other remedies available to the Association asset forth in the Declaration.

**ARTICLE VIII**  
**PENALTIES**

**Section A. Scope of Penalties.** <sup>3</sup>

(1) Penalties for violations of any of these Regulations may include one or more of the following:

(a) Denial of use of the Common Areas for up to thirty (30) days, as provided for in Article Six, Section 3(a) of the Declaration and Article III, Section 7 of the By-laws.

(b) Monetary fines in an amount not to exceed one hundred dollars (\$100) for the violation and without further hearing, for each day more than five days after the decision that the violation occurs.

(c) Removal or other disposition of offending property at the expense and risk of the Owner of that property, who, after reasonable notification has failed to remove same, shall be deemed to consent to such removal or other disposition. In case of emergency, such removal or other disposition may be done without notification to the Owner.

**Section B. Payment of Fines.**

Fines imposed shall be due and payable within thirty (30) days following the date of imposition of the fine. Unpaid penalties and interest thereon may be added to the next annual assessment for the property owned or inhabited by the violator, and collected and recovered in the same manner as is provided in the Declaration and in the By-laws, as amended from time to time.

**Section C. Responsibility of Owner.** <sup>3</sup>

Owners shall be responsible for the acts and omissions of their Tenants, guests and contractors.

**ARTICLE IX**  
**MISCELLANEOUS**

**Section A. Conflict.**

These Regulations are subordinate and subject to all provisions of the Declaration, the Articles of Incorporation of the Association, the General Statutes of North Carolina and the By-laws. All of the terms hereof, except where clearly repugnant to the context or previously defined, shall have the same meaning as in the said Declaration, Articles of Incorporation, Statutes or By-laws. Every provision of these Regulations shall be construed, if possible, so as not to conflict with said Declaration, Articles of Incorporation or By-laws.

**Section B. Severability.**

In the event that any provision or provisions of these Regulations shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

**Section C. Waiver.**

No restriction, condition, obligation or provision of these Regulations shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

**Section D. Waiver of Notice.**

Whenever any notice is required to be given to any Member or Director by law, by the Declaration, Charter, By-laws or these Regulations, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

**Section E. Effective Date.**

These Regulations will become effective fifteen (15) days after notice of enactment has been given.

NOTES:

<sup>1</sup> Effective January 7, 2003

<sup>2</sup> Effective November 11, 2005

<sup>3</sup> Effective January 1, 2010

<sup>4</sup> Effective February 1, 2011

**APPENDIX TO REGULATIONS**

The following reasonable bases and justifications in fact are provided as they relate to the foregoing Regulations.

**Animals Belonging to Non-residents**

There have been numerous problems with dogs running free in Martin's Point, particularly those belonging to construction contractors. The Board has decided to forbid entry of non-resident animals unless the Owner being visited has given specific permission, has notified the guards and will ensure that the guest's animal will remain on that Owner's property.

**Animals on Common Areas**

Owners must maintain control of their pets for the safety of others and for the safety of other pets. Owners need to clean up after their pets for the health of others and to maintain the aesthetics of Martin's Point.

**Deposit in Escrow**

An adequate construction deposit is required to meet the expenses the Association incurs when correcting mandatory construction items not performed by builders on the Common Area, such as driveway apron and culvert installation, proper maintenance of swales, reseeding and fertilization; and the repair of the Common Area elements which are damaged during construction.

## **Entrance Traffic Pattern**

Unauthorized entry on the west side poses a significant traffic hazard.

## **Fires**

Several dangerous fires have been observed in the past, too near houses and in too high a wind. In one case, a fire near the water's edge of a sound front Lot burned down into the peat and reignited several days later when the house on that Lot was unoccupied. Martin's Point is heavily wooded and there is a high potential for heavy damage should a fire become out of control.

## **Fishing**

Association funds have been expended to stock the Common Area ponds in order to provide a source of recreation for members. Over fishing will result in reduced enjoyment of these facilities

## **Identification Stickers**

Identification stickers are needed to keep unauthorized persons from entering Martin's Point. The guards need a quick means of recognizing vehicles, boats, boat trailers and utility trailers that should be permitted to routinely enter and leave. In addition, identification stickers on boats and trailers facilitate notification of Owners in the event of problems concerning their property, especially when stored at the Marina.

## **Notification of Address Changes**

The Association needs to be able to inform Owners and Tenants as to matters which affect their ownership or residency in Martin's Point.

## **Repair of Damage to Common Areas**

There have been problems in the past with responsibility for repairs of damages done to the Common Areas in regard to trees and to shoulder damage done by contractor vehicles. When a member bought his/her Lot, that member also bought the trees on the Lot. If one of the trees, dead or alive, falls onto the Common Areas, that member is responsible for removing the tree and cleaning up the debris. If a construction contractor, performing work for a member, makes deep ruts in the road shoulder or damages the edge of the road surface with his vehicles, it is clearly the responsibility of the Owner involved to repair the damage in a timely manner.

## **Speeding and Negligent Use of Roadways**

Driving at an excessive speed creates dangerous situations involving residents and pets or leads to destruction of property. Institution of a speed limit and enforcement of the same is common sense.

## **Trash Dumpsters**

Restrictions are needed to control the use of the trash dumpsters and the dumpster area in order to prevent unsanitary and unsightly conditions. Proper use of the trash dumpsters eliminates the need for unsightly curb-side garbage containers and enhances the unique quality of Martin's Point.

## **Use of Common Areas**

Restrictions are needed to in order to enhance the beauty and availability of the Common Areas to Owners and to minimize unauthorized use by non-residents. Such restrictions also serve to reduce the potential for liability of the Association resulting from unauthorized use.

## **Use of Marina**

The use of the Marina must be controlled to allow each resident maximum access, convenience and safety while at the facility.

## **Use of Road Shoulders for Minor Improvements**

Minor improvements on road shoulders, such as newspaper boxes, shrubbery, plantings, etc., pose safety hazards, interfere with maintenance, and reduce the open character of our roadways.

## **Use of Roadways**

Limitation of use of our roadways to vehicles authorized by the State to be driven on public roads enables the Association to regulate traffic and to establish that our roadways are not playgrounds for All-Terrain Vehicles (ATVs), go-carts and the like. There have been problems in the past with children driving ATVs and go-carts on the roads in Martin's Point, an extremely dangerous practice, as well as with such driving on Common Areas and private properties and causing damage thereto.

## **Vehicle and Boat Parking**

The overnight parking of vehicles, trailers and other equipment on the roadway shoulders poses a safety hazard. Often times, these vehicles are difficult to see because of their color or lack of adequate reflective material. And they limit a driver's line of site, which is more dangerous at night with deer and other animals active.

Parking vehicles on the roadway shoulder in front of another person's property can damage grass and other improvements, and in the case of construction, can be unsightly and inconvenient for a long period of time.

In addition to the boating facilities, the Association is trying to maintain a central green area at the marina for everyone to enjoy. To this end, the Board of Directors has passed Regulations to insure that this area is used as a marina and not as a storage yard for vessels which are not registered, not operational or not used at least once during the year. The boat/trailer parking area near the postal building was established to take pressure off of the marina. Construction trailers, utility trailers, campers, etc. cannot be stored there because of the lack of space and the overall impact on the marina.

## **Public Access**

Members pay for security. No one should have the right to invite the general public into Martin's Point.