

# **Inland Harbor HOA Rules and Regulations**

## **INTRODUCTION**

In conjunction with the Declaration, Articles of Incorporation, and the By-Laws, these Rules and Regulations as well as the enforcement procedures established by the Association from time to time, shall govern and are binding upon all Unit Owners, Residents, Guests, Visitors and Persons over whom they exercise control and supervision. It is the responsibility of a unit owner to ensure that their guests, visitors, and/or tenants, etc. are provided a copy of these Rules and Regulations and notice of the HOA's intent to enforce them.

The terms used in these Rules shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary, or unless the context otherwise requires. The provisions in these Rules are in addition to and not in substitution for any of the provisions in the Declaration, Articles of Incorporation and the By-Laws.

In the event of any conflict or ambiguity between the Rules and the Declaration, Articles of Incorporation and the By-Laws, the Declaration, Articles of Incorporation, and the By-Laws shall prevail.

The use of the Property, including in particular, the Swimming Pool, shall be at the risk of those using the Property; such user shall indemnify and hold harmless the Association, Members, Board Members and Inland Harbor Property Management from and against all claims, demands, liabilities, damages and costs in respect of such usage and in respect of all actions taken in accordance with the foregoing Governing Documents.

### **CONTACT INFORMATION FOR INLAND HARBOR HOA BOARD OF DIRECTORS**

Mary Weber	518-466-1056
Sheila Embler	336-302-2200
Laura Wright	919-802-2393
Michelle Bumgarner	919-516-7409
Dave Gavitt	202-909-5668

## DEFINITIONS

In these Rules:

1. “Authorized Person” means a visitor or guest the unit owner has designated to operate under the unit owner’s rights for use of unit and property amenities in the absence of the unit owner.
2. “Authorized Vehicle” means, for the purpose of Overnight Parking on the Condominium Property, a two (2) axle four (4) wheel motor vehicle that is classified as a car, sport utility vehicle, mini-van, or truck by the manufacturer thereof which conforms to size, appearance and signage criteria set in these Rules.
3. “Derelict Vehicle” means any vehicle that is incapable of moving on its own power, and/or whose general state of disrepair, or appearance, constitutes a nuisance or eyesore to the Residents, in the reasonable opinion of the Association.
4. “Guest” means any person, other than a Temporary Resident, who is invited by a Tenant or Homeowner or person authorized by the Association to occupy a Unit.
5. “Lessee” or “Tenant” means any person listed as a tenant on a lease recorded by the Association, and who actually occupies the leased Unit on a full-time basis during the term of the lease.
6. “Resident in Good Standing” means a Resident who is up-to-date in all financial obligations to the Association and otherwise in compliance with the Governing Documents.
7. “Service Animal” means any animal designated or certified as such in accordance with applicable law.
8. “Visitor” means a person other than an overnight Guest who is given access to the Condominium Property by a Resident.

## **IN GENERAL**

No condominium may be used for any purpose other than single family residential purposes except as specified in the Declaration. Home based businesses are permitted provided that no signage is visible or attached to the building or to the Common Elements. Home based businesses where clients or vendors come to the home for professional services (i.e. hair and nail salons, daycares, pet sitting services, etc.) are prohibited. No deliveries are permitted other than personal-use deliveries or deliveries necessary for home office purposes (i.e. no car parts, construction supplies, etc.)

The Association shall notify the Property Manager and/or the Unit Owner if the Association needs to access the Unit or if a Resident's vehicle must be moved except in emergency situations, in which case no notification is required.

Unit Owners should immediately notify the Association or Property Manager of situations where mold, vermin, insects and any other noxious or health hazards or other conditions are present in a Unit which might affect any other Unit or the Common Elements unless the responsible Unit Owner is able to remedy the condition immediately.

## **EXTERIOR CHANGES**

No Unit Owner shall cause any improvements or changes to be made on the exterior of the Condominium (including painting or other decoration, or the installation of electrical wiring, television or radio antennae or any other objects, machines or air conditioning units which may protrude through the walls or roof of the Condominium) or in any manner alter the appearance of the exterior portion of any Building without first having obtained permission of the Association.

## **COMMON AREA LANDSCAPING**

No Unit Owner shall cause any improvements, modifications, removal or additions to be made on the existing common area landscaping. Any alterations must be submitted for approval by the Board. No Unit Owner shall install bird feeders, bird houses, bird baths or any other structure that would attract birds to the premises.

## **OBSTRUCTIONS: COMMON ELEMENTS**

The walkways (catwalks), entrances, halls, corridors, stairways and roads shall not be obstructed or used for any purpose other than going into and going out of the Units. No plants, chairs, lounges, tables, benches, blankets or other articles shall be placed upon any Common Element except at the "End Cap Units" and the corner area adjacent to the elevator (provided a clear 48 inch walkway path is maintained) on each floor where they do not affect ingress and egress. Plants are not allowed on the walkways except at the end units. Notwithstanding the foregoing, doormats and/or indoor/outdoor carpets are allowed at the front door of a Unit (see architectural rules for specifics). Common Elements are not to be left in an unsightly condition.

## **BICYCLES, TRICYCLES AND NON-MOTORIZED VEHICLES**

No bicycles, tricycles, scooters, baby carriages, skateboards, toys or any other personal articles shall be left in any of the driveways, parking areas, stairs, halls, elevators, walkways or other Common Elements. Storage of bicycles and tricycles is permitted at ground level in corrals only.

## **NOISE**

No Resident, Guest or Visitor shall make or permit any noise that will unreasonably disturb or annoy the occupants of any of the Units or permit anything to be done which will unreasonably interfere with the rights, comfort, or convenience of other Unit Owners or tenants. Excessive noise is not permitted at any time. Construction is permitted between the hours of 8 am and 5 pm Monday-Friday; quiet hours between 11 pm and 8 am must be observed by owners, residents, and tenants.

## **UNIT KEYS**

Unit Owners shall provide the Association with a current set of keys or combination numbers for the Unit, for which a receipt shall be issued by the Association. The Association shall keep Unit keys or combination numbers in a secured depository. In situations where an authorized representative of the Association needs to access a Unit, and there is no current key or combination number deposited with the Association, the Association shall secure the services of a locksmith, at the Unit Owner's expense, to access the Unit; in the case of an emergency the Association will incur no liability in gaining access by whatever means necessary.

## **COOKING, GRILLING OR USAGE OF OPEN FLAME**

NC State fire prevention code 308.1.4 prohibit the storage or **USE** of portable charcoal grills, gas grills or electrical grills if they contain loose heat storage within 10' of any combustible materials. Grilling with gas or use of a charcoal grill is absolutely prohibited in the limited common areas, balconies, and corridors. Electric grills and smokers are also prohibited if they contain loose heat storage, such as lava rocks and/or wood chips.

Torches and other devices, machines or other processes liable to start or cause a fire shall not be operated or used within 10 feet of any combustible materials.

Personal usage of cigarettes, pipes, cigars, etc., although permissible, must be extinguished and discarded in a non-flammable (galvanized iron or steel container with a lid) receptacle after each use.

No Cigarettes, Cigars, E-Cigs allowed in the elevator. All open flames must be extinguished prior to entering the elevator.

## **TRASH**

Trash is to be placed in sealed, plastic bags and deposited into the on-site dumpster. Corral doors to the dumpster are to be closed properly. Recyclable materials should be disposed of in the recycle bins provided. No garbage may be accumulated in any common area. Placing construction debris from condo renovations into the dumpster is prohibited; all construction debris must be removed from the premises.

### **CORRAL STORAGE**

Corral storage is permitted for Unit Owners for the purpose of temporary storage /short term storage for a period not to exceed 30 days without prior approval; Permanent storage is allowed for items such as bikes, kayaks, plywood used for storm protection, etc. Items must be labeled with unit number.

### **PEST CONTROL**

Unit Owners are responsible for adhering to regular pest control measures. The Association provides under contract, funded by association dues, a regular pest control maintenance inspection and application of insecticide. Upon advanced notice by the service provider, Unit Owners are required to make available access to their units for scheduled pest control measures. If a Unit Owner has a reasonable exception from utilizing the Association's pest control service provider, the Unit Owner must provide a notice to the Board Members outlining the exception, the details of the Unit Owners plan of adhering to regular pest control measures, and documented application of pest control. If a Unit Owner fails to adhere to the approved exception, the Association may take action upon notice delivery to gain access to the Unit to ensure compliance.

### **OWNER RESPONSIBILITIES TO MITIGATE DAMAGES**

Unit Owner(s), Residents and/or Tenants MUST maintain a temperature of at least 55 degrees in their units during the winter months in order to prevent bursting pipes, etc. and causing damage to other units. Unit Owner(s), Residents and/or Tenants must keep the temperature in any unit no higher than 85 degrees in the summer months to minimize humidity which encourages mold growth, etc. Any property damage to the common areas or other units which can be attributed to an owner, resident, tenant, guest or visitor will be assessed to the specific Unit Owner(s). Unit Owners are responsible for the conduct of and any damage caused by their family, guests, visitor, service technician(s) or tenants, including guests of tenants.

Unit Owner(s) must maintain balconies including pressure washing deck boards, painting railings (inside side only and horizontal top railing) and painting of side walls. Paint provided by the Board to maintain consistency.

## PARKING, VEHICLES AND GUEST PASSES

Each Unit Owner is assigned one (1) parking space. Each Unit Owner is assigned one (1) parking decal which can be used to occupy one (1) of the UNASSIGNED/VISITOR parking spaces.

- (1) Parking spaces are for Authorized Vehicles solely for the benefit of the Unit Owner, Tenant, Guest and/or Visitor.
- (2) Access to the unassigned parking spaces is on a first-come, first-served basis, (**not guaranteed**) for Authorized Vehicles Only.
- (3) Parking decals **MUST** be displayed when occupying one of the unassigned parking spaces. Hand-written notes, etc. are not acceptable – A replacement tag can be purchased for \$50.

Vehicles that do not display a current license plate are not allowed to park on the premises. Numbered/assigned spaces are reserved for Unit Owners, their tenants, guests or their visitor. Parking spaces shall be used solely for passenger vehicles, passenger vans, mini-vans and pickup trucks not exceeding ¾ ton capacity. Parking spaces shall **not** be used for the storage of boats, trailers, campers, motor homes, commercial vehicles with signage or advertising regardless of whether such signage is permanently or temporarily attached (except for service vehicles when they are working on the premises), etc. Unauthorized use of any assigned space is the responsibility of the Unit Owner/tenant to remedy; any unauthorized vehicles that are parked in an assigned or unassigned space without the requisite parking decal (except service vehicles when working on the premises) may be towed at the owner's expense. Derelict vehicles are subject to removal at the discretion of the Board.

Parking is permitted only on paved surfaces designated for parking.

No auto repairs may be performed on the premises.

With the exception of the parking spaces located beneath the building in the garage areas, vehicles may not be double parked in any location. Vehicles may not block access to Inland Harbor or impede ingress or egress at any time.

Service vehicles while performing work at Inland Harbor may use unassigned parking spaces or parking spaces assigned to the Unit Owner where they are working so long as they do not obstruct other vehicle parking or ingress and egress.

NOTE: Unit Owners and/or Tenants are NOT guaranteed the use of more than the one space allocated/assigned to the unit; Unit Owners are responsible for informing tenants of this important parking regulation.

The lot is patrolled by a towing company, currently: Tow 2 Tow (910) 508-5433



## PETS AND SERVICE ANIMALS

Inland Harbor HOA welcomes pets and service animals provided that:

- a. Pets are licensed and immunized.
- b. Unit Owners, residents, and/or Keepers clean up promptly and thoroughly after their pets.
- c. Pets are not destructive or a nuisance (such as digging in the yard, snapping at residents, or excessively barking, etc.).
- d. Leash laws for the town/county are strictly observed. Dogs are to be on a leash at all times and under the direct control (a controlled animal will stay by the keeper's side under any circumstances) of the owner/keeper.
- e. Aggressive breeds are not permitted.
- f. Pets are limited to domestic animals – no exotic pets such as snakes, etc. or farm animals.

All Unit Owner(s) with pets must have in force a homeowner's liability insurance policy which includes a provision for dog bites, injury, damage to property, etc.

**IT IS UNDERSTOOD AND AGREED THE HOA IS NOT RESPONSIBLE FOR THE ACTION OF THE PET(S) OF ANY UNIT OWNER, GUEST, VISTOR, TENANT OR KEEPER.** Unit Owners are responsible for all pets associated with their Unit on Inland Harbor Property owners/visitors/tenants/guest). Unit Owners are responsible for ensuring all Pet Rules are always observed.

Unit Owners and/or Tenants are limited to no more than 2 pets at any time such as only 2 dogs, only 2 cats, only 1 dog and 1 cat, etc.

## RENTALS

It is the responsibility of the Unit Owner(s) to ensure that these Rules and Regulations are included in any lease agreement and they are distributed to any rental agency or entity handling rental of the unit.

In the interest of safety and in the case of emergency, all leases, regardless of duration, must be registered with the HOA Property Manager **via email prior to the arrival date**. Failure to register the lease with the Property Manager is a \$100 fine per occurrence.

Registration details required:

- Name of the lessee
- Contact information of lessee
- Dates of Rental
- Make of car or license tag number.

Unit Owners are required to pay a \$50 administration fee to the HOA Property Manager for each lease. Unit Owners may submit the administration fee on the Property Management Portal or send a check to:

Inland Harbor HOA Property Manager  
Stephen Sulkey at Professional Association Management  
[stephenjsulkey@gmail.com](mailto:stephenjsulkey@gmail.com)

Unit Owners are responsible for providing the parking tag for that unit to any leasing agent, etc.

Unit Owner(s) are fully responsible for any damage by their tenant(s) to the unit, adjoining units, common property and elements such as the elevator, swimming pool, fire pit, pool house, etc.

Occupancy limits are as follows:

- 1 bedroom – maximum 4 persons
- 2 bedroom\* – maximum 6 persons
- 3 bedroom\* – maximum 8 persons

\*Note: A room MUST have a closet in order to qualify as a bedroom, regardless of square footage.



## CONSTRUCTION IN UNITS/ARCHITECTURAL REVIEW

### **General:**

Interior Alterations. A Unit Owner may make any improvements or alterations to their Unit that does not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium without **written** permission of the Association.

Structural Alterations. No Unit Owner of a Condominium Unit shall cause, or permit to be made, any alteration or removal of any part of the Condominium Unit or Condominium Common Elements which would impair the structural integrity or mechanical systems of the Condominiums without first having obtained **written** permission of the Association.

1. For exterior or interior structural work, work that might affect the structural integrity or mechanical/electrical systems, etc. of another unit or units, and/or electrical and plumbing work/improvements, etc. Unit Owners must present a scope of work to the Board for approval. Interior and/or exterior work must not violate the terms of the Covenants and Declarations.
2. Unit Owners must ensure that all necessary permits are obtained and that all work meets current building codes and standards.
3. Unit Owners must use licensed, bonded contractors for plumbing, electrical and structural change, repair and/or addition. Contractors must have Workers Comp Insurance in force.
4. Inland Harbor must be listed as "additional insured" on the contractor's insurance.
5. Unit Owners must use fire rated drywall or sheetrock.
6. Work should be conducted during normal business hours and in compliance with the restrictions on the days and hours that contractors may work, as established by the Town of Carolina Beach.
7. Unit Owners must give advance notice to the Property Manager if work will necessitate cutting power or water to the building for any length of time.
8. Common areas (e.g. stairwells, elevator, walkways) must be broom cleaned at each work days end.
9. Placing debris from remodeling or renovation in the dumpster or on the property is prohibited. Old carpet, furniture, appliances, etc. must be removed promptly from the property.
10. Be courteous; let adjoining Unit Owners know in advance if the work will affect them.
11. Violating these rules may result in fines.

### **Architectural Decisions Already Approved and in Effect**

#### Awnings

1. Unit Owners on the third floor may have retractable awnings professionally installed.
2. Awning fabric choice is from the Sunbrella® line of awning fabrics, as an example, or of similar quality and material that matches awnings already installed on building. See Exhibit A
3. Retractable awnings, when not in use, should be stored in a closed position to minimize potential damage to the exterior of the building for which the Unit Owner bears full responsibility.

4. Current Unit Owners and all subsequent Owners of said unit, where an awning has been installed, shall bear responsibility for the: installation and maintenance of an awning, associated framework and any electrical supply lines, controls, and additionally, are also responsible for the Common Elements to which the awning is affixed to a building. Annual cleaning and any repair work (including the replacement of tattered, discolored or faded awning(s)) should be done in a timely fashion and is the responsibility of the Unit Owner. Damage to the exterior of the building for which the Unit has an awning, the Unit Owner bears full responsibility for any repairs.

#### Deck Ceilings

1. Unit Owners may install deck ceilings as long as they are pitched properly to ensure that water runs away from the building and does not flow toward the building. To ensure proper pitch, ceiling panels should slope toward the outside edge of the deck ¼ inch per foot (ie. 12 ft ceiling should have a slope of 3 inches). Ceilings must be white. See Exhibit B. Unit Owners and all subsequent Owners of said unit, where a ceiling has been installed, shall bear responsibility for the: installation and maintenance of the ceiling, associated framework and any electrical supply lines, controls, and additionally, are also responsible for the Common Elements to which the ceiling is affixed to a building/deck. Annual cleaning and any repair work (including the replacement of tattered and/or discolored (s)) should be done in a timely fashion and is the responsibility of the Unit Owner. Damage to the exterior of the building for which the Unit has a deck ceiling, the Unit Owner bears full responsibility for any repairs.

#### Deck Décor

1. Unit Owners may install fans, discrete lighting, furniture, plants, etc., to enhance the appearance and enjoyment of their limited common area.

#### Entryways to Units

1. Bronze-tone only handrails may be installed at the entryway to units. See Exhibit: C
2. Carpeting may be installed on limited common area steps and landing. Acceptable colors are solid beige/brown tone and dark blue/gray. See Exhibit: D
3. Welcome signs and other personal décor items may be affixed to the limited common area entryway walls (walls within the unit step entry) providing they do not extend into common walkway. An exception to the common walkway sign is a black “name plate” no larger than 18”X 18” is acceptable next to the black unit numbers. See Exhibit: E for “approved” design. For other designs, submit to the Board for approval prior to ordering.

#### Furniture on the Common Area Walkways

1. Unit Owners may have small sitting areas on the common area walkways/ “end caps” of each floor. End Caps can be found outside of units 3101,3201, 3301, 3106, 3206 and 3306.
2. Each floor is permitted to have a small seating area on each corner adjacent to the elevator as long as it does not impede the fire extinguisher area nor obstruct a clear walkthrough path of at least 48 inches.
3. Walkways are the means of egress and **must** remain clear at all times. Unit Owners may not compromise the means of discharge. Along the common area walkways, a path of at least 48 inches must remain clear at all times.

### Hurricane Shutters

1. Unit Owners may have permanent hurricane shutters installed on the deck balcony glass doors/windows only.
2. Temporary storm shutters may be installed on walkway windows and/or balcony glass windows however must be removed within 15 days once storm danger has passed unless exception granted by the Board of Directors.

### Satellite Dishes

1. Satellite dishes may not be installed on the roof, decks or exterior wall of the building.

### Storm Doors

1. Unit Owners may install storm doors on their entryway that are white with full or half glass only (no mullions). See Exhibit F

### Windows

1. Unit Owners may replace windows in their units keeping the same number of windows in the same configuration as the original.
2. Windows must be bronze colored on the exterior.
3. Windows must be compliant with current building codes.

## INSURANCE

The Homeowner's association (HOA) is responsible for carrying a master insurance policy to insure the common areas of the Property. A portion of the cost for a master policy is included in your monthly HOA dues. The master policy protects against damages or injuries that occur in the "shared spaces" (including meeting rooms, swimming pools, tennis courts, etc.) of the Property.

Unit Owners are required to have in force at ALL times an HO6 Condo Insurance Policy. A copy of the Declarations Page of the Policy should be provided to the Property Manager each year at the Annual Homeowners Meeting. A fine will be assessed to any unit owner who fails to maintain an HO6 policy.

Like homeowners insurance, HO-6 insurance safeguards against property losses and liability claims, except in cases where your condo association's master policy provides coverage. Here are the standard condo insurance coverages:

Coverage type	Definition
<b>Dwelling</b>	Pays to repair or replace everything in your unit from the drywall in if your property is damaged due to a covered loss.
<b>Personal property</b>	Pays to repair or replace your belongings, up to specified limits, and is never included under the master insurance policy for your condo association. Anything that isn't attached to your condo is considered your personal property, including clothing, furniture, and electronics. Note that some condo insurers combine dwelling and personal property coverages.
<b>Liability</b>	If you're legally responsible for someone else's damages or injuries, personal liability provides coverage up to the limits of your HO6 policy. Liability coverage can also pay for medical bills resulting from an accident in your condo unit.
<b>Loss of use</b>	Loss of use coverage pays for additional living expenses above what you normally spend, including meals and hotel stays, up to your policy's limits if you're forced to move out of your condo while your unit is being repaired or rebuilt because of a covered incident.
<b>Loss assessment</b>	Loss assessment coverage can help if there's an accident in a shared area of your condo property, such as pools, stairwells, or clubhouses. Normally, your association's master policy provides coverage for these incidents, but if the amount of damage exceeds the master policy's limits, you may be responsible for the difference along with other residents in your development. Condo policies typically provide \$1,000 for loss assessment coverage, but you can often purchase an optional endorsement to increase the limit.

## POOL RULES

**USE OF ANY FACILITY AND EQUIPMENT PROVIDED IN THE POOL AREA IS AT YOUR OWN RISK. PLEASE USE CAUTION, YOU SWIM AT YOUR OWN RISK; THERE IS NO LIFEGUARD ON DUTY.**

**LIFESAVING EQUIPMENT, INCLUDING A FIRST AID KIT, RESCUE BUOY AND TELEPHONE ARE AVAILABLE AT THE POOL HOUSE AND ARE FOR EMERGENCIES ONLY.**

The Pool Rules are designed to ensure the safety of the owners, tenants, guest and visitor. Any individual(s) who are reported to be/or found to be in violation of any pool rules will be reported to the Inland Harbor Board and/or the Town of Carolina Beach Police Department.

Violations of Pool Rules are subject to Disciplinary Procedures and/or fine. Serious infractions or repeated offenses may result in action up to and including loss of pool privileges at the discretion of the Board.

### **RULES OF CONDUCT**

1. The pool will be open from 9:00 am until 9:00 pm., from the date of approved inspection (usually in May) through September 30. The pool must not be used outside of these hours. There is no lifeguard on duty.
2. All visitors and guest must be accompanied by a unit owner, resident, tenant or authorized person. Children 14 and under must be accompanied by an adult, age 18 or older.
3. All swimmers are encouraged to shower before entering the pool.
4. Persons with open sores, bandages or communicable diseases should not use the pool.
5. If there is a contamination ( ie: broken glass, human waste ) incident, it should be reported immediately to an available member of the Board ( Contact information below).
6. Under no circumstances will firearms or drugs be permitted at the pool. Violators will be reported to the police.
7. Children under the age of three and children who are not toilet trained must wear a swimming diaper.
8. Proper swimming attire is required (no cutoffs are allowed).
9. Conduct by any person that is deemed to be dangerous, intoxicated, unreasonable, or offensive including but not limited to: horseplay, loud radios or offensive language, is not allowed and should be reported to the Board. Contact information available below).
10. Diving, running, hopping, skipping, speed walking, rough play, or jumping from the fence are not allowed.
11. Flotation devices are permitted as long as there are 8 or fewer people in the pool and all inflatables must be one person carriers. Arm floaties and life jackets are permitted at all times for children. Flotation devices must be removed from the pool area when not in use, stored outside of the pool area.
12. No roller blades, roller skates, skateboard, bicycles and other similar devices are allowed inside the pool area.
13. No pets, except licensed service animals, are allowed in the pool, pool area or pool house. If an owner, tenant, guest or visitor brings an animal into the pool area, the owner of the unit will be fined \$100.00 for the first offense and subsequent violations will incur a \$250.00 fine for each occurrence.

14. No glass containers are permitted in the pool area under any circumstances. When glass is broken in or near the pool, the pool must be drained and cleaned. The responsible homeowner will be charged for any costs associated with the draining and cleaning of the pool.
15. All trash must be placed in garbage containers provided in the pool area.
16. Personal property or items left at the pool or pool house are the responsibility of the owner, tenant, guest or visitor and the Association is not responsible for lost or stolen items.
17. Only contractors hired by the Board are allowed to service the pool equipment, including but not limited to adding chemicals, changing pool settings or adding water to the pool.

## OCCUPANCY LIMITS

Each unit will be permitted a maximum number of combined guests and visitors in the pool area as follows:

1. 1 Bedroom units are allowed no more than 6 guests
2. 2- and 3-Bedroom units are allowed no more than 8 guests

Owners and other residents wishing to bring more than the maximum number of guests or visitors into the pool or pool house or those wishing to host a party in the pool area must secure approval from the Board of Directors at least one week in advance. Requests for parties will be approved on a first come first served basis and the owner will be responsible for all clean-up and the costs for any damages. Cleanup must be done immediately after the party.

1. No private parties can be held during a holiday weekend.
2. The pool does not close for residents during a pool party.
3. During the party, all food must remain in the pool house.
4. Owners and residents hosting the pool party are responsible for unlocking pool gate for their guests and visitors and for locking the pool gate after the event.
5. A \$100 deposit must be paid to reserve the pool area. The fee will be refunded if the area is left clean and undamaged.

## HOW TO REQUEST A POOL PARTY

Send an email request to the Board (**inlandharborbod@gmail.com**) at least one week in advance of the party. Include your name, Unit number, date and time of party, and the number of invited guests and visitors (Maximum number of guests and visitors allowed is 20). Include a phone number where you can be reached on the day of the party. If your request is approved, the \$100 deposit will be added to your Inland Harbor account.

## POOL KEYS

1. Pool keys are provided to homeowners that have completed and returned the Acknowledgment & Liability Waiver to a member of the Board.
2. Swimmers must have a pool key with them to enter the pool area.
3. The gate must remain locked and under no circumstances is the gate to be left unlocked or propped open.

4. If your key does not work, contact a member of the board or your rental agent.
5. Residents are not required to open gate for persons who do not have a key
6. Homeowners who are renting their units are responsible for providing pool key(s) to their rental agency and/or tenants along with a copy of the Pool Rules.
7. If a pool key is lost, it can be replaced for a non-refundable fee of \$50.00.
8. Ensure that the gate is locked when leaving the premises.

#### POOL HOUSE AND BATHROOMS

1. The keycode is 1984 for both the bathrooms and pool room.
2. Do not leave any food in the pool house.
3. Do not leave personal pool toys/floats in the Pool house. Use Storage closet assigned to your unit.

**INLAND HARBOR HOMEOWNERS ASSOCIATION**

500 St. Joseph Street

Carolina Beach, North Carolina 28428

**POOL USE ACKNOWLEDGEMENT & LIABILITY WAIVER**

The undersigned expressly agrees and understands that there is risk of injury or death from the use of the pool and pool facilities and said risk is and expressly assumed by the unit owner or tenant. The person(s) undersigned acknowledges they have read this Acknowledgement and Liability Waiver and expressly agree that neither the Inland Harbor Homeowners Association, it's officers or association members shall be liable for any claims, demands, injuries, damages or death to person or property arising out of or in connection with the use of the pool / facilities or the premises where the same are located and herby holds Inland Harbor Homeowners Association, it's officers and association members harmless from all claims which may be brought against them.

I have read and understand the Pool rules, and I/we agree to all of the provisions herein.

Unit # \_\_\_\_\_ Inland Harbor, 500 Saint Joseph St, Carolina Beach, NC. 28428

Resident/ Owner

\_\_\_\_\_

Date \_\_\_\_\_

Resident / Owner

\_\_\_\_\_

Date \_\_\_\_\_

Resident/Owner

\_\_\_\_\_

Date \_\_\_\_\_

Resident/Owner

\_\_\_\_\_

Date \_\_\_\_\_

\*\*\*If unit owner rents the unit to a tenant, the tenant/resident MUST also sign this waiver\*\*\*



## **PENALTIES AND FEES**

Penalties and Fees are handled in the following manner:

- a. Any violation of the Rules and Regulations may result in the Unit Owner being fined \$100 (Owners will be assessed any fines resulting from actions of their renters, guests or visitors)
- b. Late fees for unpaid dues, assessments, fines, etc. shall be charged as stipulated in NC General Statute 47C-3-102,
  - i. Late fees will be minimum monthly fee of 10% of unpaid balance as of 15 calendar days following the initial due date.
  - ii. According to state statute, after the owner has had an opportunity to be heard, privileges and/or services (except access to the unit) may be suspended for any delinquency of more than 30 days
  - iii. Violators will be given written notice and before services are limited or suspended, provided an opportunity to be heard at a hearing before the Board of Directors
- c. For any late fees or fines not received within 30 days, a lien, including interest and associated legal fees and costs, may be filed against the Unit Owner
- d. Fines are assessed PER OCCURRENCE. First offense receives written notification and a warning; thereafter, a fine will be assessed.

**EXHIBITS**

Exhibit A: Awning Fabric by Sunbrella®  
4916 Navy/Taupe Fancy



Exhibit B: White Deck Ceiling



Exhibit C: Bronze Handrail



Exhibit E: Outdoor Carpet  
Brown or Gray



Exhibit E: Personalized Black Metal Sign  
no larger than 19" X 19"



Exhibit F: White Storm Door with  
either full or half glass

