

SIDNEY CREEK HOA

RULES & REGULATIONS FOR COMMUNITY AMENITIES

Effective 5.1.24

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DEFINITIONS

“Additional Users” – Shall mean any Person or Persons who prove permanent residence in the same Unit.

“Association” – Sidney Creek HOA, Inc., a North Carolina nonprofit corporation, its successors or assigns.

“Board of Directors” or “Board” – The Body responsible for administration of the Association, selected as provided in the By Laws and serving the same role as the board of directors under North Carolina law.

“Builder” or “Approved Builder” – Any Person or entity selected by Declarant who purchases one or more Units for the purpose of constructing improvements for later sale to consumers or purchases one or more parcels of land within the community for further subdivision, development, and/or resale in the ordinary course of such persons business.

“Commercial Purposes” – Shall mean those activities which involve, in any way, the provision of goods or services for compensation. **“Common Area”** – Any real and personal property, including, without limitation, the private roads, landscaped areas, trees, plantings, medians, signage, monuments, lighting, water and sewer, all other lands and all easements and licenses, which the Association owns, leases or holds possessory or use rights in for the common use and enjoyment of the Owners. Common Area shall be the same as “Common Area” under the Declaration.

“Community” – Shall mean Sidney Creek Community. The real property described in the governing Declaration of Covenants, Conditions, and Restrictions of Sidney Creek

“Community Amenities” – Shall refer to the buildings, areas and improvements within the Common Area owned by the Association. This includes, but is not limited to, clubhouse, pool, clubhouse, all parks and open spaces, trails, stormwater control measures (SCM) and other facilities owned by Sidney Creek HOA and built for exclusive use of owners and residents of Sidney Creek. **“Community Facility Policies” or “Policies”** – Shall mean all guidelines, rules, resolutions and policies of the Association, as amended from time to time. Such policies may be enforced by the Association, the Managing Agent, the Board of Directors, and designated representatives thereof.

“Managing Agent” – Shall mean the Association’s management company, including its employees and agents, contracted by the Association to manage the operations of the Association.

“Guest” – Any person that accompanies a Member or Resident in utilizing the Community Amenities.

“Lessee” – Person(s) leasing a residential unit in the Community.

“Member or Resident” – A person entitled and subject to the Common Area and Community Amenities as governed by the Declaration of Covenants, Conditions, and Restriction of Sidney Creek HOA.

“Neighborhood” – A separately developed area within the community in which owners of units may have common interests other than those common to all Members of the Association. For example, and by way of illustration and not limitation, each single-family attached or detached housing development phase may constitute a separate Neighborhood, or a neighborhood may be comprised of more than one housing type with other features in common.

“Owner” – One or more Persons who hold the record title to any Unit, including the Declarant and any Builder but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is owned by more than one person, all such persons shall be jointly and severally obligated to perform the responsibilities of the Owner.

“Person” – A natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person or any legal entity.

“Unit” – A portion of the property legally subdivided pursuant to one of the plats, whether improved or unimproved, which may be independently owned and conveyed, and which is intended for development, use, and occupancy as an attached or detached residence for a single family.

COMMUNITY AMENITIES ACCESS

One (1) key fob will be issued per place of residence within the Community. The purchase of additional lost or stolen key fob shall be \$25.

Key Fob will be issued only to OWNERS or RENTAL AGENTS of Owners who provide a copy of rental management agreement. All Owners or agents of Owners must complete a Community Amenities Registration Form prior to receiving their key fob.

LESSEE PRIVILEGES

1. Owners who lease their residential unit(s) in the Community assign their usage rights to their Lessee(s) and may not use the facilities.
2. A Lessee shall be entitled to the same rights and privileges to use the Community Amenities.
3. A Lessee must obtain their key fob from the Owner or Rental Agent of the unit in which they reside.

GUEST PRIVILEGES

1. A maximum of four (4) guests per household are permitted in any other Community Amenities located in the community. All guests must be accompanied by a Resident for use of Community Amenities.
2. Residents must remain with the guests for the entire duration of their visit to the Community Amenities.
3. Nannies or babysitters of a resident may accompany resident minors and are not considered guests.

GENERAL COMMUNITY AMENITIES PROVISIONS

1. The Board reserves the right to amend, modify, or remove, in part or in their entirety, these Community Facility Policies when determined necessary in its sole discretion.
2. All Residents must have their assigned key fob upon utilizing Community Amenities.
3. Residents must present their key fob upon request from Association or Managing Agent.

4. Children at or younger than the ages listed below must be accompanied by a parent or guardian 18 years of age or older, unless specifically stated elsewhere in these policies.
 - Age 10 – Playground
 - Age 10- Park & Open Spaces
 - Age 12 – Swimming Pool
5. All hours of operation for the Community Amenities, including holiday schedule, will be established and published by the Association.
6. Pets and other animals are prohibited from entrance into pool, pool deck, clubhouse, pickleball court, outdoor kitchen/BBQ area, and playground.
7. Dogs must be leashed whenever being walked in all other common areas of community.
8. Where services animals are permitted, they must be leashed.
9. Residents are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
10. Fireworks of any kind are not permitted anywhere on the Community Amenities or adjacent areas, unless for an Association-approved event.
11. Firearms or any other weapons are not permitted in any of the Community Amenities or common areas of Sidney Creek.
12. Smoking and vaping are not permitted anywhere in the Community Amenities.
13. All lost or stolen key fob should be reported immediately to Managing Agent. Otherwise, activities associated with access using the stolen or lost key fob will be the responsibility of the assigned Resident.
14. Violation of the Community Facility Policies may result in the suspension or termination of usage privileges for Community Amenities in accordance with Association procedures outlined in herein and N.C.G.S. §47F-3-107.1.
15. Residents and their Guests shall refrain from abusive and/or disruptive behavior in the Common Area and Community Amenities. Abusive or disruptive behavior includes, but is not limited to, failure to comply with requests of Managing Agent, the use of profanity, derogatory comments, harassment, threats, yelling, or physical gestures, towards other Residents or Management or contract personnel.
16. Trespassing is prohibited in any of the Community Amenities after the posted use hours.
17. All trespassers will be reported to the local authorities.
18. Loitering is not permitted at any Community Amenities or common areas, including attempts to linger around or to gain access to an area outside of the established schedule.
19. All Residents shall abide by and comply with any and all Federal, State, Local laws and ordinances and Community Facility Policies while present at or utilizing the Community Amenities and shall ensure that any minor for whom they are responsible also complies with the same.
20. The Association shall have the ability to close any portion of the Community Amenities in its entirety, for any necessary health or safety precautions. (i.e. Thunderstorms, Fecal Accidents, etc.)
21. Non-Association approved signage shall be restricted on Community Amenities (e.g. Garage Sale, Open House, etc.).
22. Managing Agent and/or the Board shall have full authority to enforce these policies.

GENERAL COMMUNITY AMENITIES PARKING POLICY

1. As used in this section, the term "vehicle" includes, without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans, and recreational vehicles.
2. Standard private passenger automobiles, "sports utility vehicles" and "mini-vans" (as such vehicles are commonly referred to, as determined in the sole discretion of Association) and pick-up trucks without raised enclosures or commercial writing or logos shall be treated as automobiles.
3. Parking spaces for Community Amenities shall only be occupied by vehicles for persons utilizing that same area for which parking is provided, and only during the same time in which the area or Community Facility is being actively utilized.
4. The use of off-road motorcycles, all-terrain vehicles, mini-bikes or other similar recreational off-road vehicles shall not be permitted within Sidney Creek, except for authorized maintenance vehicles, motorized vehicles are not allowed on any Trail System or sidewalk within Sidney Creek.
5. No vehicle may obstruct or partially obstruct a sidewalk or other designated right-of-way.
6. Vehicles with commercial lettering or logos, or any recreational vehicle, mobile home, trailer, camper, boat, watercraft, stored vehicle, or any unlicensed or inoperable vehicle, shall not be parked in spaces of Community Amenities at any time without the consent of the Association.
7. This section shall not apply to emergency vehicle repairs or to construction, service, and delivery vehicles for periods necessary to perform authorized services.
8. No vehicle may exceed the posted speed limit on any street or parking area within the Community.
9. Persons using parking stalls earmarked for Community Amenities as overflow guest parking for their personal vehicles after the designated operational hours of the facility must have prior approval of the Association. Parking personal vehicles after designated operational hours is a violation of the parking policy and those vehicles are subject to tow.
10. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns or in any way that blocks the normal flow of traffic.

GENERAL COMMUNITY AMENITIES USAGE POLICY

All Residents and Guests accessing the Community Amenities are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all Community Facility Policies and Covenants, Conditions and Restrictions governing the Community. Violation of the Community Facility Policies and/or misuse or destruction of equipment within the Community Amenities may result in the suspension or termination of usage rights and privileges at the Community Amenities with respect to the offending Resident or Guest, if deemed appropriate in the sole discretion of the Board. The Community may pursue further legal action and restitution in regard to destruction of Community Amenities property or equipment.

Hours: The Community Amenities are available for use by Residents and Guests during normal operating hours to be established and posted by the Association.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the Managing Agent 919.847.3003.

Persons using the Community Amenities do so at their own risk.

PARKS, PLAYGROUNDS & OPEN SPACE POLICIES

1. Park Hours are DAWN TO DUSK
2. No pets permitted in playground area
3. All households are limited to four (4) guests.
4. Children under the age of ten (10) must be accompanied by a parent or responsible person of age 18 years or older.
5. Residents and Guests using the parks, open space and trails must remove any rubbish that they bring with them to the location or deposit into the designated containers.
6. Glass containers are prohibited anywhere within the playground, pool, paddle ball court, trails, and open spaces.
7. The use of profanity or disruptive behavior is absolutely prohibited.
8. Residents may not install inflatable equipment, such as bounce houses in parks or open spaces.
9. Use playground equipment at your own risk.
10. Play areas are reserved for Residents and their guests only.
11. No rough playing, pushing, or shoving or bullying behavior permitted.
12. Do not use equipment when wet. Use caution or avoid equipment when temperatures are hot.
13. Do not use play equipment improperly.
14. No bare feet; wear proper footwear.
15. Clean up after yourself. Deposit all rubbish in trash receptacles or take with you.

GRILL USE

1. Grill use is on a first come/first serve basis and grill area may not be reserved.
2. Rental of clubhouse does not include exclusive use of grill. Other residents may access the grill during a clubhouse rental.
3. Chairs and tables cannot be reserved for the grill.
4. Please limit use of the grill to one hour to enable access by other residents.
5. Please clean the grill and turn off gas after each use.

SWIMMING POOL POLICY

ALL RESIDENTS, OWNERS AND THEIR GUESTS ARE REQUIRED TO FOLLOW THE REGULATIONS STATED BELOW

1. Residents and Guests shall swim at their own risk, while adhering to swimming pool rules.
2. Entrance to the pool shall be by the use of the assigned pool fob at the pool gates. No jumping off the pool fence or reaching over to open gate.
3. Children under 12 years of age must always be accompanied by a parent or responsible individual over 18 years of age.
4. Proper swim attire must be worn in the pool. No denim or cut off shorts permitted in the pool.
5. Showering is required before entering the pool.
6. Children under three (3) years of age, and those who are not reliably toilet trained, must wear swim diapers, as well as a swimsuit over the swim diaper. Failure to comply with this regulation may result in the Resident being liable for any costs incurred in treating and reopening the pool.
7. The changing of diapers or clothes is not allowed on the pool deck. Please utilize restrooms and/or appropriate changing areas.
8. Food and drinks are permitted on the pool deck. Any drinks that are taken in pool must have a cover/lid to prevent spillage.

9. **NO FOOD PERMITTED IN POOL. NO GLASS CONTAINERS PERMITTED WITHIN FENCED-IN AREA OF POOL.**
10. Personal audio or visual devices (ex: laptops, eReaders, mobile phones, tablets) are not permitted in the pool area unless they are equipped with headphones.
11. No grills or cooking devices of any kind, televisions, sound systems, or appliances/devices that are not battery operated permitted anywhere inside pool area.
12. Bicycles, skateboards, roller blades, and scooters are not permitted on the pool deck or inside the pool gates.
13. No animals of any kind, other than certified guide animals, are permitted inside the fenced pool area.
14. **NO SMOKING OR VAPING** is permitted within the fenced-in area of the pool.
15. **NO GLASS** containers permitted within the fenced-in area of the pool. Failure to comply will result in Resident being charged for the cost of draining, cleaning & refilling the pool in the event of breakage.
16. **NO DIVING**, jumping, pushing, running, or other horseplay is allowed in the pool or on the pool deck.
17. No one shall introduce unauthorized chemicals, substances, or soaps inside the pool. Failure to comply with this regulation could result in the Resident being liable for any costs incurred in treating and reopening the pool.
18. Pool entrances must be kept clear at all times; obstructing steps, ladders, gates, fences or railings is prohibited.
19. Pool furniture, including side tables, are not to be removed from the pool area or placed inside the pool.
20. Poolside tables must be cleaned after each use. All trash must be properly disposed of in trash bins.
21. Loud, profane, or abusive language is prohibited. Physical or verbal abuse is prohibited.
22. The Association is not responsible for any effects that the appropriate chemicals within the pool may cause. Swim at your own risk.

GUEST POLICY

Each Household is limited to FOUR (4) guests at the pool at any given time. Owners must accompany their guests and remain with their guests at the pool.

FECES CONTAMINATION POLICY

If contamination occurs, the pool will be quarantined and closed for up to 24-48 hours for proper disinfection and protection of swimmer health. Required treatments are federally regulated.

AMERICANS WITH DISABILITIES ACT (ADA) CHAIR LIFT USAGE POLICY

1. ADA chair lifts are for use only by Residents and Guests having a disability as defined by the ADA.
2. Chair lifts are designed for self-use. Personnel are not available to assist Residents or Guests with use beyond initial review of operating instructions.
3. Use of the chair lift by others without a disability as described above, or improper use by any person, may result in immediate suspension from the Community Amenities for a period of one (1) week.

AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY

1. The following recreational flotation devices permitted: Pool floats no more than 36 inches long x 36 inches wide. Pool noodles not to exceed 6 feet (72 inches) in length. Personal pool toys (no balls of any kind, water/squirt guns, objects to be thrown).
2. Prohibited items include, but are not limited to rafts, scuba gear, swim fins, balls, Frisbees, items/toys designed for throwing, any inflatable objects not specifically permitted in #1.
3. Exceptions: Coast Guard approved personal flotation devices.

RENTAL OF DESIGNATED COMMUNITY AMENITIES

Please refer to <https://charlestonmanagement.com> to obtain a copy of the Rental Agreement and policies for the kitchen and meeting area facilities in the clubhouse.

PICKLE BALL COURT

Pickle Ball Court Hours:
SUN-SATURDAY: 7 AM- 9 PM

1. Residents must accompany all guests and remain with them for the duration of play.
2. Proper tennis shoes must be worn.
3. No food or glass allowed on the courts.
4. Courts are for pickleball only! No bicycles, skateboards, roller skates, roller blades, wheels of any kind may be used within the pickle ball enclosure.
5. No animals allowed on courts.
6. Courts available on a first come first serve basis for one hour at a time. Players must yield to others if they are waiting.

POND/STORMWATER CONTROL MEASURE POLICY

The ponds at the Community are part of a storm water management system designed to treat runoff from lots and streets and to control flooding.

1. Fishing, swimming, and watercraft of any kind in the storm water ponds within the Community is strictly prohibited.
2. Remote control watercraft may be approved on a case-by-case basis by the Association with prior written request.
3. All trash or debris must be disposed of using appropriate receptacles.
4. Only authorized personnel are allowed to introduce or stock any of the bodies of water.
5. Parking along the right of way or on any grassed area near the storm water ponds is prohibited.

DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Resident and Guest, as a condition of invitation to the premises of the center, shall assume the sole responsibility for their property.

The Association and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the center or elsewhere.

No person shall remove from the Community Amenities premises any property or furniture belonging to the Community or its contractors without proper authorization.

Residents shall be liable for any property damage and/or personal injury at the Community Amenities, or at any activity or function operated, organized, arranged, or sponsored by the Community or its contractors, caused by the Resident, his/her family member, or his/her Guests.

The Community reserves the right to pursue any and all legal actions and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Resident, Guest, or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Community or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Community, either on or off the Community Amenities' premises, shall do so at his or her own risk, and shall hold the Community, the Board, the Managing Agent, and their respective employees, representatives, agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the Community, the Board, the Managing Agent, and their respective employees, representatives, agents.

Any Resident or Guest shall have, owe, and perform the same obligation to the Association, the Board, the Managing Agent, and their respective employees, representatives hereunder in respect to any loss, cost, claim, injury, damage, or liability sustained or incurred by any Guest or family member of such Resident.

Should any party bound by these Community Facility Policies bring suit against the Association, the Board, agents or employees of the Community, any Community Amenities operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the Association or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the Community, and fail to obtain judgment therein against the Association or the Community Amenities operator, officers, employee, representative, contractor or agent, said party shall be liable to the Association for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

INDEMNIFICATION

Each organization, group or individual reserving the use of an Community Amenities (or any part thereof) agrees to indemnify and hold harmless the Association, the Board, the Managing Agent, and their respective employees, representatives, agents of each from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, my use of the Common Area.

Each organization, group or individual reserving the use of the Community Amenities agrees to indemnify and hold harmless the Community, the Board, the Managing Agent, and their respective employees, representatives, agents from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the Community's Facilities and property, including litigation or any appellate proceeding with respect thereto.

The Associations, the Board, the Managing Agent, and their respective employees, representatives, agents shall not be liable for, and the Resident or Guest shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the Community's Facilities and property.

Sidney Creek HOA, Inc.

COMMUNITY AMENITIES ACKNOWLEDGEMENT FORM

Owner to EXECUTE*

I hereby acknowledge the receipt of the Sidney Creek HOA, Inc. Community Facility Policies and agree to abide by the terms and conditions contained therein and by such future terms and conditions as may be approved by the Sidney Creek HOA. I specifically acknowledge the indemnification and defense responsibilities set forth herein for claims against the Association arising out of, or in connection with, my use of the Common Area, Community Amenities, including without limitation the pool and dog park.

NON-RESIDENT OWNERS ARE RESPONSIBLE FOR ENSURING THEIR TENANTS RECEIVE A COPY OF THIS DOCUMENT AND THAT THEIR TENANTS ABIDE BY THE TERMS OF THIS DOCUMENT.

Print Name:

Date:

Address:

Signature:

E-mail Address:

*Name/Address/Contact Info of Rental Agent. Copy of Rental Agreement must be attached if Agent is picking up key fobs on behalf of Owner _____

DIRECTIONS: COMPLETE FORM AND EMAIL TO: pools@charlestonmanagement.com

***Amenity fob will be mailed from Charleston Management within 3 business days of receipt of signed form..*

CMC list key fob numbers: _____