

# LION'S GATE HOMEOWNERS' ASSOCIATION

## Guidebook for Homeowners

September 2024

*"Not all buyers are alike, but there are many that look for a home in a well-kept and maintained community. In master-planned communities, the community relies on a homeowner association (HOA) to enforce association rules and bylaws, Master-planned communities are known for their maintenance – many employ outdoor maintenance companies for year-round upkeep of public green spaces and amenities. But yards and green spaces are not the only things an HOA governs – they also ensure the community stays safe and the exterior of the homes is consistent throughout all the different neighborhoods.*

*Some people may not see an HOA as a benefit, but for those that appreciate and value a community that is maintained and runs well, the association is a great asset to the neighborhood and the owners within it." NC Real Estate Advisor May 2022*

# Lions Gate Homeowners Association Rules

These Rules and Regulations are provided to all Lion's Gate Homeowners and replace any previous editions.

The intent of this document is not to supersede NC State Statutes, the NC Planned Community Act or the "Declaration of Protective Covenants, Conditions and Restrictions of Lion's Gate Townhomes," (CCRs) dated November 2, 2023, rather this document is provided to enhance clarity on issues as they specifically pertain to the Lion's Gate community. It serves as a "one source" document regarding our community.

Homeowners shall comply with these rules and shall also be responsible for violations by any family member, guest, invitees, employees, agents, and lessees. Violations by lessees include those by the lessee's family members, guests, employees, agents, and sub-lessees. The homeowner is responsible for any damage caused by a violation of a rule and for any fines levied.

All residents and homeowners have the right and obligation to report any observed rule violation to the property manager, HOA property management company or a board member. Person(s) reporting a violation, grievance, or complaint need to document the concern in writing and include information specific to the violation (e.g., date, times, names, unit number, location, photos). All information provided by homeowners is held in the strictest confidence of the BOD and property manager; under no circumstances will these notices be divulged.

Common sense and appropriate concern for others and their property forms the basic foundation for safe activities. If anything dangerous, unsafe, or illegal is observed, **call 911 or the City of Wilmington Police at (910) 452-6120.**

**The Lion's Gate homeowner's association Board of Directors (BOD) reserve the right to make additional rules as may be required and to distribute them via written or electronic means to all homeowners. Any additional rules shall be as binding as all other rules previously adopted.**

**The BOD will provide a 30-day grace period for the adoption of any new rules.**

\*\*\*VIOLATION OF ANY RULES AND/OR REGULATIONS OF THE LION'S GATE HOMEOWNERS' ASSOCIATION MAY RESULT IN A FINE.\*\*\*

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# Lions Gate Homeowners Association Rules

## 1. Ownership & Use

1.1 Ownership Transfers: The homeowners association (HOA) property management company (PMC) must be notified of any change of ownership of any unit.

1.1.1 All final monies owed to the HOA must be paid prior to or at closing.

1.1.2 Prior to closing, new owners should be made aware of the HOA and the obligation to abide by and be subject to the governing documents of the HOA.

1.1.3 The selling owner is required to provide the new owner with the unit parking pass OR pay the \$100 “parking pass replacement” fee. (See 4.4).

1.1.4 Homeowner(s) is/are required to complete an Ownership Form (Appendix A).

1.2 Renting of Units: Please refer to Rental Guidelines (Appendix B).

1.2.1 All leases must be in writing.

1.2.2 All leases must state renters are subject to all provisions of the HOA governing documents, including all rules contained herein.

1.2.3 A copy of the current executed lease must be submitted and retained on file by the PMC.

1.2.4 Homeowner(s) are allowed to redact any information pertaining to landlord fees.

1.3 Residential Use: Units shall be used for residential purposes ONLY.

1.3.1 No business of any type shall be operated which results in customer or client “traffic” entering the community.

1.3.2 No business of any type shall be operated in or out of the common areas.

1.3.3 No business of any type shall be operated which creates a nuisance or is disruptive to the character of the community.

1.4 Maintenance and repair: The HOA and homeowners have a shared responsibility for the care, maintenance and preservation of the 168 units and community common space. Please see Appendix C: HOA/Homeowner Maintenance & Repair Responsibilities.

1.4.1 If a unit requires repair, a work order is required to be submitted to the PMC. Please see Appendix D: Work Order Request.

1.4.2 A submitted work order request does not guarantee the issue will be resolved by the HOA. Please refer to Appendix C for clarification.

**2. Units:** The exterior of all units must be kept orderly, uncluttered and free of litter. If issues arise, what constitutes orderly and uncluttered will be determined by the HOA Board of Directors (BOD).

2.1 Limited Common Area definition (paraphrased from CCR’s paragraph 3.16): the portion of the common area at the rear of each unit that includes the HVAC unit and runs in a line even with the HVAC unit and parallel to the unit (not extending beyond the corner of each unit) is for the exclusive use of only the unit served by the HVAC unit.

2.2 Additions/Changes to the Exterior: No addition, enhancement or change to the exterior of any unit shall be made without submission of an architectural review form (ARF) and subsequent approval of the Architectural Review Committee (ARC). Please refer to Appendix E: Architectural Design Guidelines and Appendix F: Architectural Review Form (ARF).

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- 2.3 Rear Decks/Balcony/Stair Railings: All must be kept orderly, uncluttered, and free of litter. If issues arise, what constitutes orderly and uncluttered will be determined by the BOD.
- 2.3.1 Balcony & stair railings must remain free of any objects at all times (including towels and chairs).
  - 2.3.2 Items that may be maintained on rear decks are limited to doormats, outdoor furniture, gas grills, bicycles, storage bins and a reasonable number of plants.
  - 2.3.3 Homeowners may power wash their deck(s) as needed. No ARF is required.
  - 2.3.4 Any deck staining treatment requires prior ARC approval.
- 2.4 Entryways & Exterior Stairs: Entryways and exterior stairs must be kept orderly, uncluttered, free of litter and items that block ingress and egress. If issues arise, what constitutes orderly and uncluttered will be determined by the BOD.
- 2.4.1 Allowable items are limited to: a doormat, a reasonable number of plants, and shoes/flip flops.
- 2.5 Exterior Lights:
- 2.5.1 Prior ARC approval is required for any installation or change of exterior accent or lighting.
  - 2.5.2 Exterior light bulbs are required to be clear, white, or non-frost.
  - 2.5.3 A maximum of 60 watts (fluorescent/LED equivalent) is allowed.
  - 2.5.4 Security lights are required to have a timer and turn off after two (2) minutes.
  - 2.5.5 Lights are prohibited from shining into a neighboring unit.
- 2.6 Flags: Only the flag of the United States or the official state of North Carolina flag may fly from the front of units.
- 2.6.1 All other flags must be displayed from the rear of the unit (maximum size: 4x6 feet).
  - 2.6.2 U.S. Flag etiquette requires that a light shine on the flag from dusk to dawn.
  - 2.6.3 All flags must remain in serviceable condition.
- 2.7 Grills, Fire Pits, Torches, Gasoline: Any damage caused by any grill or wood burning entity is the responsibility of the homeowner.
- 2.7.1 Gas grills and small propane tanks (max 30lbs) are allowed on decks but must be located away from unit exterior.
  - 2.7.2 Grills may also be maintained in the defined "limited common area." (See 2.1)
  - 2.7.3 Charcoal grills are prohibited on decks.
  - 2.7.4 Wood burning fire pots/pits and torches are prohibited.
  - 2.7.5 Gasoline must be stored in an approved red safety container (max 5 gallons).
- 2.8 Propane Gas Tanks: Shall be screened from view from all roads, all other units and from the common area. To install a propane gas tank, a homeowner must complete the following:
- 2.8.1 Receive ARC approval prior to installation.
  - 2.8.2 Obtain appropriate permit(s) for the tank installation from the City of Wilmington and/or New Hanover County.
  - 2.8.3 Use a licensed and insured company for installation.
  - 2.8.4 Plan to screen the tank from view from all roads, all other units and from the common area using a screening approved prior to installation.

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- 2.8.5 No tanks are allowed to be installed underground.
  - 2.8.6 Remain responsible for any and all damage to the common property resulting from the installation of the tank by the contractor.
  - 2.8.7 Agree and understand that violation or deviation from any of the listed requirements will be grounds for the ARC to rescind permission granted herein.
- 2.9 Satellite Dishes/Outside Antennas: No satellite dish, antenna, cable or wires shall be installed without prior ARC approval.
- 2.10 Soil: Any disturbance of the soil surrounding any building structure may be in violation of the termite bond. Any soil disturbance requires prior ARC approval.
- 2.11 Space Under a Unit: Operational water sports equipment including but not limited to kayaks, surf boards, paddle boards and paddles may be neatly stored under a unit. If issues arise, what constitutes orderly and uncluttered will be determined by the BOD.
- 2.11.1 At no time may trash, debris, construction material, paint cans, household items and/or personal property be stored under a unit. If issues arise, what constitutes orderly and uncluttered will be determined by the BOD.
  - 2.11.2 Gas grills may not be stored under a unit without prior ARC approval.
- 2.12 Storage Containers: Any storage container, including PODS, require prior ARC approval.
- 2.12.1 Storage containers are allowed for a maximum of 48 hours for loading and unloading only.
  - 2.12.2 Storage containers are required to be in a numbered parking space associated with the unit that requested the container.
- 2.13 Storm Shutters: Storm shutters may be used during “named storm” conditions.
- 2.13.1 Temporary storm shutters require prior ARC approval.
  - 2.13.2 Plywood is not allowed to be directly screwed into the unit exterior. This will cause degradation, and the homeowner will be responsible for the damage.
- 2.14 Water Hoses: When not in use, water hoses must be coiled up neatly, hung on a hose hanger or caddie, stored in a "hose pot" or be retractable.
- 2.14.1 Stainless steel fasteners require prior ARC approval.
- 2.15 Windows: Any changes or modifications require prior ARC approval and must be in harmony with the community.
- 2.15.1 Each unit shall be equipped with white or off-white blinds.
  - 2.15.2 Horizontal mini, 2-inch blinds and plantation shutters are acceptable.
  - 2.15.3 Any additional window treatments must be located inside the blind.
  - 2.15.4 All blinds and/or window treatments must be kept in excellent condition. Any visible damage could result in a fine.
  - 2.15.5 Window fans, adjustable window screens and window air-conditioning units are prohibited.
- 2.16 Wood Products: Any stored wood products must not come in contact with the ground.

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- 2.16.1 Firewood must be stored in a caddy or container.
  - 2.16.2 Firewood may be stored in the defined “limited common area” in a neat and orderly fashion (See 2.1).
  - 2.16.3 Firewood may not be kept in common areas or the storage area under a unit.
- 2.17 Holiday decorations/lights: Winter holiday decorations are permitted between Thanksgiving Day and January 10<sup>th</sup>. Decorations are allowed on the front exterior of the unit only. No ARF required.
- 2.17.1 Any damage to the exterior building, front shrubbery/landscape, or trees caused by any holiday decorations shall be at the expense of the owner.
  - 2.17.2 Lights or decorations are strictly prohibited from being attached to the roofs or eaves.
  - 2.17.3 Memorial/Independence/Veterans Day: Small American flags may be placed at entrance and clubhouse.
  - 2.17.4 Halloween (not an official holiday but a US customary tradition) decorations are allowed seven (7) days before October 31 and are required to be removed by November 3.
  - 2.17.5 No Halloween lights are allowed.
- 2.18 Yard art: Any semi-permanent or permanent yard art requires prior ARC approval. Encroachment into the common area is prohibited.
- 3. Animals:** If the BOD or PMC determines any pet to be a nuisance, danger or threat, the BOD and/or PMC has full authority to permanently expel the pet from the property.
- 3.1 Barking or Aggressive Dogs: Barking or aggressive dogs are considered a nuisance. Please alert both the PMC and the New Hanover County Sheriff's Office Animal Control Services Unit (ASU) at (910) 798-7500.
- 3.2 Household Pets: No animals or poultry of any kind may be kept or maintained except dogs, cats and birds on the owner's Lot.
- 3.2.1 No animals are allowed to freely roam the neighborhood.
  - 3.2.2 Animals may not be kept and/or maintained for commercial purposes.
  - 3.2.3 No more than 2 pets are permitted per household.
  - 3.2.4 No homeowner, visitor, or guest shall permit a pet to roam the common areas off leash and/or unattended. The BOD and the PMC reserve the right to have strays and pets that are unattended, not leashed, and/or are found outside of their owner's unit removed by New Hanover County Sheriff's Office Animal Control Services Unit.
  - 3.2.5 Pets are not to be tethered, fastened, or otherwise tied to a deck or object while unattended or where they can encroach on common areas.
  - 3.2.6 All pets must be on-leash at all times.
  - 3.2.7 Pets should never exit a unit off-leash; this includes cats.
  - 3.2.8 Failure to comply with these rules will result in a violation(s), fine(s), and potential reporting to the New Hanover County Sheriff's Office Animal Control Services Unit.
  - 3.2.9 Pet owners will be solely responsible for any injury or damage caused by his/her pet(s).
- 3.3 Pet Waste: Pet escorts must remove and dispose of any pet waste. Pet waste must be discarded in a personal trash can, designated waste stations (if available) or HOA dumpster.



# Lions Gate Homeowners Association Rules

4. **Vehicles/Parking:** Parking is enforceable year-round, 24 hours per day. Parking restrictions are mandated by the need to preserve access for emergency vehicles, the residential nature of the community as well as to protect the landscaping.
  - 4.1 Homeowner Designated Parking: Each unit has two (2) dedicated spaces corresponding with the specific unit number and unrestricted access to these spaces. No visitor parking pass needed.
  - 4.2 Visitor Designated Parking: Any vehicle(s) parked in visitor parking without a clearly displayed visitor parking pass will be subject to immediate towing at the owner's expense.
    - 4.2.1 Additional homeowner vehicles are not authorized to use visitor designated parking.
  - 4.3 Visitor Parking Pass: Each unit owner will be issued one (1) visitor parking passes at no charge each year. Passes will be valid for one calendar year.
    - 4.3.1 No parking pass will be issued to any owner until fully compliant with Sections 1.1.4 and/or 1.2.
    - 4.3.2 Visitor parking passes are intended for visitors ONLY and are prohibited for homeowner residential parking use. The PMC will be enforcing compliance.
    - 4.3.3 It is the homeowner's responsibility to provide the parking pass to his/her tenants.
    - 4.3.4 The parking pass is required to be displayed clearly in the front windshield at all times when being used.
    - 4.3.5 If a homeowner requires temporary parking for additional guest vehicles, the homeowner must notify the PMC and provide vehicle make/model to avoid towing. Allow the PMC 24-48 hours to fill the request.
    - 4.3.6 Additional guest vehicles are allowed for a maximum of 72 hours.
  - 4.4 Duplicate/Lost Parking Pass: Replication of a visitor parking pass is PROHIBITED and will result in revocation of visitor parking privileges for a minimum of six (6) months.
    - 4.4.1 If lost or stolen, one (1) replacement visitor parking pass may be purchased for \$100.00 after submission of Parking Pass Replacement Form (Appendix G).
  - 4.5 Improper Parking/Towing of Vehicles: All vehicles, except emergency vehicles, community landscapers and/or designated community contractors are required to adhere to these rules at all times.
    - 4.5.1 Unauthorized vehicles parked in homeowner designated parking spaces may be towed at the homeowner's request. To have vehicles towed, homeowners should contact **Earl's Towing: (910) 395 1195**.
    - 4.5.2 Any vehicle improperly parked in a "no parking" area (i.e., fire lane, in front of dumpsters and mailboxes, on the grass or any landscaped area, on sidewalks, or in a marked "no parking" space) will be subject to immediate towing at the owner's expense.
  - 4.6 Unauthorized Vehicles: The following vehicles are prohibited and subject to immediate towing at the owner's expense:
    - 4.6.1 Vehicles with expired registration
    - 4.6.2 Vehicles that exceed the length of a parking space by more than one foot (including tailgates)
    - 4.6.3 Inoperable vehicles

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- 4.6.4 Vehicles in disrepair
- 4.6.5 Unregistered golfcarts
- 4.6.6 Boats of any type/size
- 4.6.7 Jet skis
- 4.6.8 Campers, trailers, mobile homes, etc.

4.7 Vehicle Maintenance/Washing: Washing/repairs/oil changes, etc. are strictly prohibited.

4.8 Commercial/Advertising Vehicles: Any delivery vehicle, work truck, large van, personal vehicle with advertising paraphernalia or vehicle with commercial plates must be parked in a “visitor” space at the clubhouse and not in a numbered space associated with a unit.

4.8.1 Any vehicle in this category deemed “long-term” may need to secure parking off-premises. This determination may be made at the discretion of the BOD.

**5. Garbage/Refuse/Trash Removal:** No resident shall sweep or throw any litter onto any common area; this includes natural areas behind any unit. Any garbage or refuse found will subject the homeowner to violations including but not limited to fines, trash clean-up and removal fees.

5.1 Garbage/Trash: All garbage/refuse/trash must be deposited in the dumpsters provided. No garbage cans will be placed in any location except if provided by the HOA.

5.2 Recycling: Recycling of cardboard, plastic, glass, metal, and paper is recommended and encouraged. The nearest recycling station is located adjacent to the Wrightsville Beach Town Hall.

5.3 Construction Materials & Large Household Items: Homeowners are personally responsible for the removal of any construction debris, large waste materials, and large household items.

5.3.1 Construction materials and large household items (e.g., TV, couch, mattresses, appliances, water heater) are required to be discarded at an appropriate disposal facility.

**New Hanover County Landfill (910) 798 4450**

5.3.2 Consider donating your items:

**Habitat for Humanity Restore: (910) 686 9842**

**Vietnam Veterans of America: <https://pickupplease.org/> or [scheduleapickup.com](https://scheduleapickup.com)**

5.4 HOA Maintained Dumpsters: All garbage/refuse/trash must be placed inside dumpsters. The contracted trash company will NOT remove any items placed outside the dumpsters.

5.4.1 Any trash improperly discarded will subject the homeowner to violations including but not limited to fines, trash clean-up and removal fees.

5.5 Homeowner Obtained Dumpsters: Homeowners are prohibited from placing a dumpster anywhere on property without prior ARC approval.

5.5.1 Dumpster type, location and duration are required on ARF.

5.5.2 There is a 30-day maximum allowance.

5.5.3 Dumpsters must be emptied weekly or when debris becomes visible.

5.5.4 Dumpsters must be placed in a numbered space associated with the responsible unit.

# Lions Gate Homeowners Association Rules

## 5 Public Activities

6.1 Community Solicitation: Door-to-door solicitation is not permitted. The BOD and PMC reserve the right to contact homeowners in any effective method as needed.

6.2 Authority to Establish Committees: Homeowners may request, or the BOD may select 3-5 homeowner volunteers to support the community in particular areas of interest. Please see Appendix H: Committee Request Form.

6.2.1 These committees are not intended to do the job of the PMC.

6.2.2 These committees are responsible for investigating options, making recommendations and executing/overseeing plans approved by the BOD.

6.2.3 The BOD must approve any committee funding in advance.

6.2.4 Final decision authority resides with the BOD.

6.3 Nuisances: No one shall engage in obnoxious/offensive activity or cause loud noises in the common area or upon any lot.

6.3.1 No activity shall be performed or displayed which could be construed as an annoyance or nuisance to the community.

6.3.2 Skateboarding is prohibited.

6.3.3 Excessive noise is prohibited. This includes, but is not limited to stereos, televisions, musical instruments, loud noise (fireworks, etc.), loud parties, loud voices and barking dogs. This also includes music or other sounds from vehicles.

6.3.4 Quiet hours are 10pm-8am every day.

6.4 Signs:

6.4.1 No billboards or signs of any description, including "for sale" or "for rent" are allowed to be displayed anywhere on a unit or in the common areas without prior approval from the ARC.

6.4.2 Security signs no larger than 10" x 10" are permitted with prior approval from the ARC.

6.4.3 "Open house" signs are permitted for four (4) hours maximum without prior ARC approval.

6.4.4 Political signs will only be permitted as follows:

6.4.4.1 Political signs for a pending election/vote may only be displayed forty-five (45) calendar days prior to and seven (7) days following the applicable election day.

6.4.4.2 A political sign may be a yard sign, yard flag, garden flag or house flag and are all subject to the other provisions of this rule.

6.4.4.3 A political sign is defined as a sign/flag that attempts to influence the outcome of an impending election, which may include supporting or opposing a specific candidate or issue.

6.4.4.4 Signs/Flags that cite political values or support a political official unrelated to an impending election are prohibited.

6.4.4.5 No more than one (1) political sign, not exceeding twelve (12) square feet in size, may be displayed during the permitted timeframe defined above.

6.4.4.6 Illuminated/electronic political signs are prohibited.

6.5 Temporary Structures: No temporary structure, tent of any kind, or any other outbuilding shall be used on any common area or lot without prior ARC approval.

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6.6 Yard/Garage Sales: Yard, garage, estate or any “like” sales are strictly prohibited.

6.7 Smoking: Smoking is prohibited in the common areas of the community, including all roads, rights-of-way, sidewalks, greenways, medians, planting areas, open spaces, dumpster area, tennis/pickleball courts, clubhouse and pool area.

6.8 Speed Limit: Obey the posted speed limit of 15 miles per hour (mph) throughout the community.

6.8.1 Drive cautiously. Wilmington Police observe the Lion’s Gate streets at random times.

6.8.2 Excessive speeding and/or unsafe driving may result in a violation and be reported to the Wilmington Police.”

6 **Landscaping:** It is the responsibility of the HOA to maintain the planting and maintenance of all lawn, shrubbery, trees, and plants within the community. Please refer to Appendix I: Landscaping Guidelines.

7.1 Changes to Landscape: No change to the landscape should be made without prior approval from the ARC.

7.1.1 In the event a homeowner/tenant does alter the landscape without prior approval, the cost of repair and/or restoration will be assessed to the offending homeowner.”

8. **Common Areas and Amenities:** Only homeowners, residents, and their guests are permitted to use the common areas and amenities. **Call 911 or the Wilmington Police Department at (910) 452-6120** with any concerns or if you witness any criminal, dangerous or suspicious behavior.

8.1 Keys: BOD reserves the right to rekey the dumpster area, pool, tennis/pickleball court access gates and clubhouse at any time. Should this occur, the PMC will announce the key replacement process in advance.

8.2 Common Area: The common area includes all roads, rights-of-way, sidewalks, greenways, medians, planting areas, open spaces, dumpster area, tennis/pickleball courts, clubhouse and pool and pool area.

8.2.1 Activities that damage or destroy trees, shrubs, ground cover, pine straw etc. such as grilling, picnicking, partying or playing games (football, baseball, etc.) unleashed pets, non-pick-up of pet waste, dumping of trash, yard waste or debris of any kind, are prohibited.

8.2.2 Use of the common areas shall be in a normal, quiet manner to allow the maximum use and enjoyment by others.

8.2.3 No personal articles may be kept or stored on any part of the common area. This includes but is not limited to baby carriages/strollers, playpens, bicycles, wagons, toys, golf carts, benches, chairs, scooters, tents, or other lawn furniture.

8.2.4 Items used in a common area must be removed from the common area each day.

8.3 Tennis/Pickleball courts: This area may only be used by homeowners, residents, and their guests. Please refer to Appendix J: Tennis/Pickleball Court Rules.

8.4 Pool: The pool and pool area may only be used by homeowners, residents, and their guests. Please refer to Appendix K: Pool Rules.

# **Lions Gate Homeowners Association Rules**

- 8.5 Clubhouse: The clubhouse may only be used by homeowners, residents, and their guests. Please refer to Appendix L: Clubhouse rules, Appendix M: Clubhouse Rental Application and Appendix N: Clubhouse Closing Checklist.
- 8.6 Bike Storage: The HOA offers climate-controlled bicycle storage for a nominal fee. Announcements for storage will be provided by the PMC as necessary. Please refer to Appendix O: Bike Storage Rules and Appendix P: Bike Storage Liability Waiver.

# APPENDIX A: OWNERSHIP FORM

**Please complete and return to Blue Atlantic Management Company**

**5129 Oleander Drive Suite 101, Wilmington, NC 28403**

**Fax: 910 395 4343**

**Email: Thomas@bamgt.com**

**LION'S GATE UNIT NUMBER: \_\_\_\_\_**

Owner Name/Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email: \_\_\_\_\_

## **PROPERTY MGMT/EMERGENCY CONTACT (IF APPLICABLE)**

Name: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email: \_\_\_\_\_

**Please check:**

**A. Primary Address \_\_\_\_\_ Second Home \_\_\_\_\_ Rental \_\_\_\_\_**

**B. Long-term rental \_\_\_\_\_ Short-term rental \_\_\_\_\_**

## **TENANT INFORMATION:**

Name(s): \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email(s): \_\_\_\_\_

Number/Type of pets: \_\_\_\_\_

## APPENDIX B: RENTAL GUIDELINES

*You are living in or visiting a living-breathing neighborhood. Please express a general regard and respect for your neighbors so that we can maintain a sense of privacy and comfort at all times.*

Homeowners reserve the right to rent their units out under one of two categories: long term rental (LTR) and short-term rental (STR).

- **Long Term Rental** usually means a lease term of at least 90 to 180 days or longer. One-year lease terms are most common for long-term rentals.
- **Short Term Rental** is often referred to as vacation rentals (Airbnb, VRBO). These are furnished units generally rented out to “transient guests” staying anywhere from one (1) to ninety (90) consecutive days. “Transient guest” is a person(s) who provides remuneration for lodging at a place other than his/her principal place of residence.

Regardless of whether a homeowner rents their unit as either a LTR or STR, the homeowner retains complete responsibility for all actions of their renters/transient guests.

### Occupancy:

- Maximum occupancy is defined as no more than 2 adults per bedroom.
- Children under the age of 12 may occupy a bedroom with no more than 2 adults.

### Responsibilities of the Property Owner/Designated Property Management Company:

1. The owner or the property manager designated by the property owner shall serve as the primary contact for all correspondence regarding the unit.
2. A property manager who is not the property owner must possess a New Hanover County business license.
3. The primary contact must be at least 21 years of age or older and must be able to perform the duties listed below:
  - a. Be available twenty-four (24) hours a day, seven (7) days a week at the phone number(s) provided to the PMC.
  - b. Be willing and able to come to property within one (1) hour following notification to address issues related to the property.
  - c. Be authorized to receive service of any legal notice on behalf of the owner for violations of New Hanover County General Code of Ordinances.
  - d. Be able to produce copies of the executed rental or lease agreement for current occupants as needed.
  - e. Monitor the rental unit quarterly to ensure compliance with applicable ordinances.

### To-Do checklist prior to renting:

- Ensure that your property is properly listed with the PMC and that your contact information is current.
- Create a welcome packet for your guests, including:
  1. Lion’s Gate Rules and Regulations (including clubhouse, pool and court rules)
  2. Parking and trash location (Do’s and Don’ts)
  3. Check-in and checkout procedures
  4. Provide contact information for questions or concerns.
- Please consider providing your neighbors with contact information in the event of any issues/emergencies.
- Please consider sharing all correspondence from our PMC (emails/Eblasts, etc.) with tenants so they, too, are familiar with community issues such as landscaping scheduling, tree trimming, maintenance announcements, etc.

## **APPENDIX C: HOA/HOMEOWNER MAINTENANCE & REPAIR RESPONSIBILITIES**

As determined at the sole discretion of the BOD, the HOA will provide scheduled upkeep to the community. This upkeep may vary between units as deemed appropriate. This includes but not limited to tree trimming, gutter cleaning/repairs, and painting. The PMC is responsible to notify the homeowner in advance of any such plans.

The HOA has no responsibility to maintain, repair or replace any owner-added improvements or additions after the original construction of the Lion's Gate townhouses. (Please refer to the Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions, Article VII: Maintenance/Repair and Reconstruction.)

### **Homeowner Responsibilities:**

- Ground and crawl space below the unit
- Any glass surfaces
- Windows/ Doors/ frames/trim and hardware (including glass panes)
- Storm doors, windows and/or screens
- Shed and shed doors
- All light fixtures
- Skylights and/or solar tubes
- Vents (dryer, bathroom, stove, attic, roof)
- Hose bibs and faucets
- Decks and deck stairs
- Screened or enclosed porches
- Pest control (HOA is responsible for rats and snakes)
- Crawl space access doors
- HVAC
- Plumbing
- Electrical components within the building envelope

### **Lions Gate HOA Responsibilities:**

- Landscaping: please see Appendix 8
- Exterior water and sewer lines
- Oversight of water meters through the contracted water company
- Second floor balconies
- Front entrance steps/landing
- Roof covering (i.e. shingles, tiles, etc.)
- Gutters, downspouts and drainage
- Siding materials on the exterior walls of the Townhome Unit (i.e. wood, siding, brick, veneer, etc.)
- Main exterior electrical boxes attached to the units
- Unit main water shutoff valve (located in front and below bay windows)
- Termite Bond (annual inspection)
- Foundation vents



## APPENDIX D: WORK ORDER REQUEST

Date Received: \_\_\_\_\_

Type of Request (circle one):    Exterior Maintenance       Landscaping       Leak       Other

UNIT NUMBER: \_\_\_\_\_

OWNER NAME: \_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_

CONTACT PERSON (if different than Owner): \_\_\_\_\_

Description of Problem/ Request for repair:

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Date Work Request Initiated \_\_\_\_\_

Date Work Request Completed \_\_\_\_\_

## **APPENDIX E: ARCHITECTURAL DESIGN GUIDELINES**

These detailed standards are to provide uniformity and aesthetic appeal for our Lion's Gate homeowners and community. All proposals/requests should be submitted on the Architectural Review Form (Appendix 5) to the property management company. If indicated, please attach pictures, blueprints, etc. to the ARF.

### **Excerpts from the Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of Lion's Gate Townhouses:**

*10.2 (b) "The Architectural Review Committee (ARC) shall have exclusive jurisdiction over new construction, modifications, additions, or alterations made on or to existing structures..."*

*10.3 "The Design Guidelines are not the exclusive basis for decisions of the Reviewing Body and compliance with the Design Guidelines does not guarantee approval of any application...So long as the Reviewing Body has acted in good faith, its findings and conclusions with respect to appropriateness of, applicability of or compliance with the Design Guidelines and this Declaration shall be final."*

*10.4 (a) "No activities within the scope of Section 10.1 shall commence on any Lot until an application for approval of the proposed work has been submitted to and approved by the Reviewing Body."*

### **Unit additions/improvements:**

- Interior additions or improvements as well as maintenance and repair are a unit owner's responsibility.
- Any additional plumbing requires prior ARC approval.
- Decks and rear landing step(s) improvements are a homeowner's responsibility.
- Any changes, improvements or modifications are required to conform to the existing deck footprint and require prior ARC approval. (Please include drawings/blueprints with submitted ARF.)
- No deck or stairs are allowed without safety railings.
- The addition of gates on the deck requires prior ARC approval.
- Existing storage sheds are not required to be retained. (The interior of the shed and shed door are the responsibility of the homeowner.)
- Replacement windows/doors and/or additional windows/doors require prior ARC approval.
- Rear unit doors are required to be sliding, French or screened doors.
- All windows and doors should be white in color.
- Homeowners are encouraged to use doors with built-in blinds.
- Metal kick plates are required to match door hardware.
- Replacement of foundation vents require prior ARC approval.
- All units are required to have a crawl space door that closes completely with a working latch. If the crawl space door needs to be replaced, it must be painted white or the color of the exterior building. Prior ARC approval is NOT required.

### **Exterior Lighting and Fixtures:**

- Any changes in exterior lighting requires prior ARC approval. Please include photos of the proposed changes.
- Front exterior lighting is required to match.
- Exterior lighting should not negatively affect nearby units.
- Any additional lighting requires prior ARC approval.
- String lights are never permitted to be attached to the unit, gutters or downspouts.
- String lights are not allowed to extend beyond the roofline or into the common area.

- Solar powered lights are not allowed in the common area.
- Exterior cameras require prior ARC approval. Cameras are not allowed to be attached to the roof or siding and are NOT to be focused specifically on the common areas.
- Any exterior attachment to a unit requires prior ARC approval. This includes, but not limited to: wall hangings, hanging baskets and flag poles, etc.
- Prior ARC approval is required for a raised HVAC unit platform
- Stand-alone/whole house generators require prior ARC approval.
- Solar panels are not permitted on any unit or roof.
- Electric car charging systems require prior ARC approval.

### **NOT ALLOWED:**

- Dog runs or any animal enclosure
- Irrigation
- Tikki torches
- Fire pits
- Bird feeders
- Spas, hot tubs, pools of any kind
- Patios

### **Contractor/Construction Considerations**

- An approved ARF expires 6 months after date of approval. Once expired, a new ARF is required to be submitted.
- If a dumpster or trailer is needed for unit renovations, prior ARC approval is required (HOA dumpsters should not be used for any renovation refuse.)
- Portable on-demand storage containers require prior ARC approval and are allowed for a maximum of 5 days. If more time is required, please contact the PMC.
- No vehicles are ever allowed in the common areas, including on the grass, blocking ingress or egress, or in other unit designated parking spaces.
- Work sites are required to be clean and orderly at all times.
- Contractors are responsible for construction site safety
- Construction noise is allowed between 8am-8pm in the summer and 8am-6pm winter. Homeowners and their contractors should always be mindful of their noise and respectful of other homeowners.
- Homeowners are fully responsible for their contractors. Homeowners will be held accountable for any damages, negligence or nuisances caused by their contractor.
- If any contractor is not in compliance, the homeowner will be notified immediately. The contractor will be at risk of being banned from the property if multiple violations are issued.

## APPENDIX F: ARCHITECTURAL REVIEW FORM (ARF)

**ARCHITECTURAL APPROVALS ARE GRANTED PURSUANT TO APPLICABLE COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R's).**

It is the responsibility of the owner to assure their project is compliant with all CC&R's, Association Policies, Architectural Design Guidelines, and Rules and Regulations.

\*\*\*\*Beginning any work prior to receiving approval will subject the applicant to corrective measures by the HOA, including removal and/or restoration of the project at the owner's expense.

Date: \_\_\_\_\_

Owner Name(s): \_\_\_\_\_

Unit Number: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

DOES YOUR PROJECT REQUIRE A DUMPSTER? YES / NO

ESTIMATED DATE OF COMPLETION: \_\_\_\_\_

NAME OF COMPANY/CONTRACTOR TO PERFORM

WORK: \_\_\_\_\_

DETAILED DESCRIPTION OF PROJECT (diagrams/photos are required):

I fully understand and agree:

1. Work on the project has not, nor will be, started until ARC approval is received in writing.
2. Improvements must be completed per specifications, or approval is withdrawn.
3. I am responsible for the timely completion of the project and the prompt removal of any related debris. (Refer to HOA Rules and Regulations for specific project timeline requirements, if applicable.)
4. To comply with the zoning, building codes laws, etc., of all governmental authorities.
5. ARC approval does not constitute approval of the local building authority, and I may be required to obtain a building permit.
6. To verify all contractors are properly licensed, insured and adhere to all HOA regulations.
7. To abide by the Declaration of Covenants, Conditions and Restrictions, Architectural Design Guidelines and Rules and Regulations of the HOA.
8. Submission of this request grants member(s) of the ARC/Board of Directors to view/inspect the proposed project request prior to, during and upon completion.
9. At no time are the Lion's Gate trash bins to be used for demolition materials.

Owner Signature(s): \_\_\_\_\_

Please submit your completed request to:

Lion's Gate ARC Review Request

c/o BAM 5129 Oleander Drive Suite, 101 Wilmington, NC 28403

Fax: (910) 395-4343

Email: Thomas@bamgt.com

(FOR OFFICE USE ONLY)

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

Crucial Decision Date: \_\_\_\_\_

Preliminary Decision:        APPROVED        DENIED

Reason for Denial (if applicable):

# APPENDIX G: PARKING PASS REPLACEMENT FORM

HOMEOWNER: \_\_\_\_\_

UNIT NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

CIRCUMSTANCES SURROUNDING LOST PARKING PASS:

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Photo ID Required

Allow 7-10 business days for the replacement tag to be available at the office.

If the original tag should be located notify this office immediately and you MUST return the temporary tag to the office.

If your unit is found to possess both a permanent and a temporary tag you will lose your hangtag privileges for the remainder of the calendar year.

XX

Property Management Office ONLY:

Confirm:

Homeowner is in good standing

Current Homeowner Owner Information Form is on file

Homeowner Lease Agreement (if applicable) is on file

Blue Atlantic Management

5129 Oleander Dr STE 101, Wilmington, NC 28403

Phone (910) 392-3130

# APPENDIX H: COMMITTEE REQUEST FORM

Date Submitted:

Committee Name:

Member Names and Unit Number:

- 1.
- 2.
- 3.
- 4.

Goals and Objectives:

Duties and Responsibilities:

Budget (if required): \_\_\_\_\_ Dollar Amount/Justification:

Q1

Q2

Q3

Q4

Board Secretary Approval:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX I: LANDSCAPING GUIDELINES

- Homeowners may choose to improve their front flower bed or back landscaping behind the deck. Prior ARC approval is required for any removal of existing vegetation and any improvements.
- Current and future owners will be responsible for general maintenance of improved areas and will be billed for excessive maintenance or removal of non-conforming plantings.
- Plantings should serve to improve the aesthetic quality of the site and should be of limited maintenance requirements.
- Plantings and trellis should not come in contact with the buildings and owners are responsible for damages to the exterior.
- No vine plantings, such as Carolina Jasmine, will be allowed to be installed in such a manner that it will be trained or allowed to grow onto railings or exteriors.
- Recommended plants can be found at <https://arboretum.nhcgov.com>. Plants should be native, well suited and not an invasive species.
- End units may improve plantings along the side of units with ARC approval. However, no trees will be allowed to be planted along foundation walls.
- Installation of fruit trees is not permitted.
- The HOA is not responsible for maintenance of any rear bed or plantings. Improvements shall require ARC approval and shall not usurp or extend into the common area. Improvements shall not exceed any existing bed.
- Owners may be subject to the costs of removing and remediating any intrusion into the common area.
- Grill pads may be constructed with an approved ARF in the defined “limited common area.” At no time should a grill pad extend or be placed in the common area.
- Decorative planters are permitted on steps, and walkways without an ARC approval, however, owners will be held responsible for rot and damages to exterior siding, personal walkways and trim attributed to planters.
- Decorative items, such as solar lights, planters, pots of any kind, shells, garden flags, birdbaths, gnomes, statues, etc. may be placed ONLY in the back limited common area of the unit without approval provided they do not interfere with the area maintained by landscaping personnel.
- Any decorative pot/planter that is not being utilized or contains dead plants cannot be left in the front of the unit for more than 7 days.
- HOA is responsible for the maintenance of the grass (fertilizer, seeding, and cutting, as well as the maintenance of all defined flower beds).



## **APPENDIX J: TENNIS/PICKLEBALL COURT RULES**

### **All persons using the courts do so at their own risk.**

1. Only residents and homeowners may use the tennis and pickleball courts.
2. Guests must be accompanied by an owner/resident. The host is responsible for the conduct of his/her guests.
3. Outside guests are limited to two (2) per homeowner.
4. Homeowners have priority play on courts.
5. Homeowners must be in good standing with the HOA to use the courts.
6. Courts are available on a “first come, first serve” basis during daylight hours.
7. Playing time is limited to 1 hour for singles and 1 1/2 hours for doubles when others are waiting to play.
8. Selling lessons for profit is strictly prohibited.
9. Skateboards, skates, scooters, bikes or similar items are prohibited on the courts.
10. Pets are prohibited on the courts.
11. No glass, glass containers or breakable objects are permitted on the courts.
12. Eating food or consuming alcoholic beverages is not permitted.
13. Appropriate shoes are required to protect the surface of the courts.
14. Poor court etiquette, boisterous conduct, intoxication, as well as vulgar and abusive language are strictly prohibited.
15. Remove all equipment and trash upon departure
16. Please lock the gates as you exit.

### **Any violation of the rules will result in loss of court privileges.**

## APPENDIX K: SWIMMING POOL RULES

**EMERGENCY PHONE ONLY.** Phone is located on the clubhouse to the left of the AC window unit. Call 911 or the Wilmington Police Department at (910) 452-6120 if you witness any criminal or suspicious behavior or concerns.

**ADDRESS OF THE POOL: 1800 Eastwood Road**  
***There are NO lifeguards. SWIM AT YOUR OWN RISK.***  
***Pool hours are from dawn to dusk.***

1. Pool will only open after required inspections and permits are received.
2. Pool will open in the spring and close in the fall with specific dates depending on weather conditions.
3. If there is a “bathroom accident” in the pool, please call the property management company.
4. Night swimming and/or use of the pool area after sundown is prohibited.
5. Pool use is for owners/residents and their guests only.
6. Homeowners must be in good standing with the HOA to use the pool and pool area.
7. Gatherings of greater than ten (10) visitors require prior HOA approval.
8. A pool key is needed for every entry. Please do not prop the door open or climb over the gate/fence.
9. Everyone must shower before entering the pool.
10. Swimmers must wear proper swimming attire.
11. Adult supervision is required for all persons ages 13 and under.
12. Proper fitting swim diapers, covered by a bathing suit, is required for non-toilet trained children.
13. Running, diving, pushing, rough housing or any other unsafe behavior is prohibited.
14. Loud music, vulgar language, boisterous conduct, etc. are prohibited.
15. Smoking, alcohol, weapons and illegal drugs are prohibited.
16. Glass and glass containers are prohibited on the pool deck.
17. No grills or other cooking devices are allowed in the pool area or on the clubhouse deck.
18. Any items lost, stolen, or left behind are not the responsibility of the HOA.
19. Coast Guard approved flotation devices may be used in the pool.
20. Do not remove any pool furniture from the pool area.
21. Please clean up after yourself and your guests; trash cans are located next to the pool gate.

**Violations of pool rules will result in loss pool privileges for the remainder of the season.**

## APPENDIX L: CLUBHOUSE RULES

1. The Clubhouse can only be reserved by Lion's Gate Homeowners Association (HOA) members.
  - a. The member reserving the clubhouse must be present the entire time the clubhouse is being used.
  - b. All guests must follow the same rules and regulations as members.
  - c. Homeowners must be in good standing with the HOA to reserve the clubhouse.
2. Clubhouse rental does not include use of the pool and does NOT restrict the use of the clubhouse restrooms by those using the pool.
3. The Lion's Gate HOA Board of Directors (BOD) reserves first right of refusal to use the clubhouse for its meetings.
4. The BOD reserves the right to refuse any rental activity.
5. Owners are entitled to 1 (ONE) free rental (excluding security deposit) per calendar year. This one free rental is for the benefit of owners and their IMMEDIATE family (i.e. mother, father, siblings, children).
6. All reservations are on a first come, first serve basis.
7. All functions and noise must cease by 10pm.
8. Owners are responsible for any damage to the premises caused by their tenants and/or guests.
9. No alcoholic beverages shall be consumed by any person under the age of 21 years in the clubhouse.
  - a. HOA assumes no responsibility for monitoring alcohol consumption.
10. Children under the age of 18 are not allowed in the clubhouse unless accompanied by an owner.
11. Per the Wilmington Fire Marshall, the clubhouse can be occupied by no more than 50 individuals at any one time.
12. The HOA is not responsible for the loss, theft of, or damage to any personal property.
13. When reserving the clubhouse, the member is required to sign an agreement wherein the member and their guests will abide by all clubhouse rules.
14. Individuals with wet bathing suits or towels are not allowed in the clubhouse other than the restroom area.
15. A \$125 fee will be collected in advance from the member reserving the Clubhouse as a use fee.
  - a. If you must cancel the reservation, you must give 24-hour notice, otherwise the \$125 use fee is non-refundable.
16. A refundable security deposit of \$250.00 will be collected at the time of the reservation.
  - a. The security deposit is returned if no damages are found after an inventory and inspection are completed by the property manager.
17. Any HOA member may use the clubhouse without incurring the use fee if only HOA members are involved (i.e. HOA or community meetings) or for approved community social events.

18. Grilling is prohibited on the clubhouse deck but is permitted in the common area.
19. Any damages done to the furniture or contents of the clubhouse shall be the responsibility of the member renting the clubhouse.
20. All functions must be completed, and the clubhouse closed no later than 11 pm.
21. Smoking is prohibited in and around the clubhouse.
22. NO ANIMALS are allowed in the clubhouse.
23. NO fire in the fireplace is allowed in the clubhouse.
24. Parking for clubhouse functions shall not interfere with residential parking throughout the community.
  - a. Any excess vehicles may be parked on Allens Lane.
  - b. TOWING WILL BE ENFORCED.
  - c. No parking in fire lanes or in owner numbered spaces.
  - d. Request visitor parking passes if necessary. See section 4.3.5.
25. Cleaning supplies are the responsibility of the homeowner who reserved the clubhouse.

## APPENDIX M: CLUBHOUSE RENTAL APPLICATION

Please contact Blue Atlantic Management (BAM) at 910-392-3130 to rent the clubhouse. **The use fee is \$125.00.** A **\$250.00 refundable deposit** is also required but returned if no damages are found and the facility is left clean.

**\*\*The club house is inspected before and after all functions. \*\***

**If at any time you find an item that needs repair or replacement in the Lion's Gate Clubhouse, please call BAM so the problem can be addressed.**

I hereby reserve the Clubhouse for use on: \_\_\_\_\_ (date) from \_\_\_\_\_ to \_\_\_\_\_ (time).

***\*\*\*Please understand the maximum time allowed is limited 8 hours, which includes setup and cleanup time\*\*\****

The function to be held is \_\_\_\_\_.

The number of persons attending the function is \_\_\_\_\_. (The clubhouse is restricted to **no more than 50 individuals**, per the Wilmington Fire Department).

1. Reservations are for EIGHT (8) HOURS ON THAT DAY ONLY.
  - a. Any set-ups and cleanups must be done and completed on that day.
  - b. **FUNCTIONS MUST BE CLEANED UP NO LATER THAN 11PM.**
2. I hereby submit two (2) checks, each made payable to "Lion's Gate Homeowners Association:"
  - a. One check is in the amount of \$125.00 which covers the use of the clubhouse.
  - b. The second check is in the amount of \$250.00 and is a refundable security deposit.
    - i. This will cover any damages or cleaning requirements that may occur as a result of the use of the Clubhouse. After inspection by the association's appointed agent and the finding of no damages, the \$250.00 will be refunded.
3. I agree to follow the attached rules for the Lion's Gate clubhouse.
  - a. Any violation of these rules subjects me to association fines and possible forfeiture of future use of the association's amenities.
  - b. The HOA has sole discretion to suspend an owner's privileges should the rental agreement be violated in any way.
  - c. I agree to be responsible for ANY damage to the facility and its contents.
4. The person(s) signing this Rental Agreement must be in attendance during the entire function.
5. The Clubhouse is to be properly locked at the end of the rental period.
  - a. The key must be returned to BAM within 24 hours after the end of the rental period.

- b. Failure to return the clubhouse keys will result in a \$500 fine.
6. Parking for clubhouse functions shall not interfere with residential parking throughout the Lion's Gate community.
    - a. No parking in fire lanes or in owner numbered spaces.
    - b. All excess vehicles may be parked on Allens Lane.
    - c. TOWING WILL BE ENFORCED.
  7. I agree to not use the premises for any illegal or offensive activities.
  8. I agree, at the conclusion of my function, to remove all decorations, bottles, cans, trash and food from the clubhouse and place them in the dumpster area.
  9. I agree to do no decorating of the Clubhouse/Pool Complex that leaves tape, nail or fasteners on any walls or in any way damages the wall, floors, windows, woodwork or furniture.
  10. I agree to provide my own cleaning supplies and ensure that the clubhouse is thoroughly cleaned before leaving.
  11. It is my responsibility to contact the clubhouse inspector to inspect the clubhouse after my function.
    - a. If I fail to do so, any damage found after the function will be my responsibility.

I acknowledge receipt of a copy of the agreement and the Lion's Gate clubhouse rules. I agree to abide by these instructions and regulations.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Unit number \_\_\_\_\_

Phone Number \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX N: CLUBHOUSE CLOSING CHECKLIST

1. Set thermostat at seasonal position: (80 A/C, 65 heat)
2. Clean the restrooms; leave them in a neat and sanitary condition.
3. Clean up all spills on floors, furniture, counters and tabletops.
4. All furniture must be set back to original places.
5. All kitchen appliances must be cleaned.
  - i. Stove/oven, microwave, coffee pot, etc. are turned OFF.
6. Turn off all lights/fans in the clubhouse and clubhouse bathrooms.
7. Empty ALL trash and place it in Lion's Gate dumpsters.
8. Ensure that all trash and food is removed from the clubhouse, including the restrooms.
9. Ensure that all trash and food is removed from around the clubhouse, including the parking lot, deck and landscaping.
10. Lock all doors to the clubhouse, including the inside door from the clubhouse into the bathrooms.
11. Close and lock all windows and blinds.
12. Turn off the television and leave the remote on the kitchen bar.
13. Remove ALL decorations.

Homeowner Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Unit Number \_\_\_\_\_

Date \_\_\_\_\_

Phone Number \_\_\_\_\_

## **APPENDIX O: BICYCLE STORAGE RULES**

The Homeowner's Association offers climate-controlled bicycle storage. This storage option is a self-financing project and will not affect the existing HOA dues.

- ONLY bicycles are allowed to be stored in this area.
- NO personal items, bicycle accessories or other items are allowed. (No helmets, packs, gloves, clothing, etc.)
- Electric bike batteries are prohibited in the storage area; remove from bicycle after use.
- No charging is available at this time.
- You must be in good standing with the Homeowner's Association to access the storage area.
- Secure your bicycle with a proper cable or other style locking mechanism (U Bolt).
- Access to the storage area is available with a key or smart app.
- Ensure that the storage entrance door is secured when you depart.
- Do not tamper with anyone else's equipment.
- Clean up after yourself.
- Abandoned or bicycles in disrepair will be removed at the owners' expense.
- Any personal property left in the storage area may be subject to removal at any time.

### **Payment**

- Semi Annual bicycle storage fees will be announced 30 days prior to the two semiannual periods
- Payment is required 6 months in advance.
- BILLING CYCLE: January – June payment due by Dec 1st and July- December payment due by June 1st
- Please make checks out to: "Lion's Gate HOA".
- Memo Line please note "Lion's Gate Bike Storage Rent"

Please mail checks to: Blue Atlantic Management  
5129 Oleander Drive Ste. 101  
Wilmington, NC 28403



## APPENDIX P: BICYCLE STORAGE LIABILITY WAIVER

- I am solely responsible for the security of his/her bicycle(s). The HOA assumes no responsibility for any loss or damage to any bicycle or any personal property left in the storage area.
- I am responsible for safeguarding the entrance lock code.
- I am responsible to carry insurance to protect my property as if in a public storage facility.

**Signature:** \_\_\_\_\_

**Unit Number:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Bicycle Description (Fat Tire, Electric, Mountain, Etc.):      Serial#/Color**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_