

# ***White Oak Landing Homeowners' Association Rules and Regulations***

## **Construction of New Homes, additions to homes, fences or out buildings**

1. The property owner must contact the White Oak Landing Board of Directors and request an Architectural Worksheet. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the exact nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to surrounding structure and topography by the Board of Directors.
2. New Home Construction Only: the property owner must submit a refundable building deposit in the amount of \$1,000. After construction is complete, the property owner must submit a request for the deposit to be refunded. The Board of Directors will inspect the adjacent Common Ground to ensure that it has been restored to its original condition before refunding the deposit. The Association reserves the right to deduct the cost of any damage to the common grounds caused by negligence or misconduct of the property owner or any subcontractor.
3. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Board of Directors.
4. In the event that the Board of Directors fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted, approval will not be required and this regulation will be deemed to have been fully complied with.

## **Land Use**

1. Each lot shall be used for residential purposes only.
2. Temporary storage containers may not remain on a lot more than 15 day without written approval from the Board of Directors.
3. Not more than one dwelling may be erected or permitted or remain on a lot.
4. No wrecked or junked (undrivable) motor vehicle shall be permitted to remain on a lot. Motor homes and campers may remain on a lot as long as they are parked out of sight or in the least visible location UNLESS they are being prepped for use, repaired, cleaned or occupied by visitors for a period no longer than 48 hours or a time frame approved in writing by the Board. RV visitors are welcome in White Oak Landing. Notification of the Board of Directors should be made if homeowners have RV visitors staying on their property longer than the 48-hour time limit. Other vehicles, such as jet skis, 4-wheelers, boats, and trailers can remain on a lot as long as they are parked/stored out of sight or in the least visible location UNLESS they are being prepared for use, repaired, or cleaned. In addition, any vehicle that is required to be registered at the NCDMV must have a current license plate/registration. Vehicles being improved or restored must remain in an approved enclosure.
5. Satellite Dish or similar structures shall be hidden from view with harmonious landscaping and/or installed in the least visible location.
6. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof.

## **Animals**

1. No animals shall be permitted to remain on any lot other than dogs, cats, or other small household pets.

No one family shall have more than two such pets. In addition, to above, inherently dangerous animals shall be prohibited. "Inherently dangerous animal" means any non-domesticated animal for which evidence demonstrates that unprotected human contact with the species can result in a life-threatening injury or disease to those who come in contact directly or indirectly. The following are examples of inherently dangerous animals, but shall not be deemed an exclusive listing: bats, wolves and wolf hybrids, lions, tigers, cheetahs, jaguars, cougars, leopards, snow leopards, clouded leopards, all hyena species, all bear species, all apes, Old and New World monkeys and prosimian, all elephant species, rhinoceroses, hippopotamus, gaur, banteng, kouprey, anoa, Cape buffalo, all Crocodilia-all species, aHelodermatidae-all species, green anaconda, Amethystine python, African rock python, and Reticulated python and all venomous snakes. The Association shall specifically have the power and responsibility to designate, based upon temperament or tendencies, if a pet needs to be removed from neighborhood.

2. Any such household pet shall not be allowed off the lot of the owner of said pet unless said pet is attended and on a leash.
3. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance.
4. All pet owners are required to pick up and remove all solid pet waste and dispose of the solid waste appropriately.
5. Owners shall be solely and absolutely liable for the acts of any pet kept on their lot.
6. Upon the written request of any property owner the Board of Directors shall conclusively determine, in its sole and absolute discretion whether a particular animal is a generally recognized house or yard pet, or a nuisance. Any decision rendered by the Board shall be enforceable.

### **Roads/ Common Ground adjacent to roads**

The White Oak Landing Homeowner's Association owns and maintains all roads in White Oak Landing, Riverside I, and Riverside II.

1. No unlicensed gas-powered vehicles that can exceed the speed of 25 mph are allowed on the Private Roads belonging to the White Oak Landing Homeowner's Subdivision. The drivers of those vehicles allowed must wear personal protective/safety equipment while the vehicle is in use on the roads in White Oak Landing Homeowner's Subdivision. The White Oak Landing Homeowners' Association supports all state and county laws and ordinances regarding the use of such vehicles.
2. No motor vehicles shall be parked overnight on the common grounds adjacent to the roads.
3. No trailers or heavy equipment shall be parked overnight on the common grounds adjacent to the roads.
4. Political signs, real estate signs, or signs advertising businesses may not be placed on the Common Ground adjacent to the roads.
5. The property owner(s) may erect one mail box on the common ground in front of their own residence. Mailboxes may not be placed on any other Common Area. The mail box must remain in good condition.
6. Portable Basket Ball goals or other play equipment may be temporarily placed on the common ground but must be removed when not in use.

### **Community Dock/Gazebo/Common Ground**

1. All members who are in good standing with the White Oak Landing Homeowners' may access this real property for their enjoyment.
2. Hours of access for the community dock/gazebo are limited to the hours posted on gate.
3. The gate to the community dock may remain locked during hours not posted on the gate.
4. Children under the age of 10 must be accompanied by an adult on the Community Dock.
5. Trash and solid animal waste must be removed from common areas by the user/owner after each use.

### **Connecting to and Utilizing the Community Septic System**

1. The Community Septic System is a Limited Common Element operated by the White Oak Landing Homeowners' Association and members shall petition (in writing) the Board of Directors prior to connecting to the community septic system.
2. Each property owner connected to the Community Septic System is responsible for the maintenance of their individual system and must pump their septic tank as required. A Certified Operator will inspect each system annually. The Association will provide written notice to all property owners after such inspection if maintenance is required. If a property owner fails to pump their septic system as required, the Association reserves the right to contract the service and bill the property owner.
3. Risers which are required by the Onslow County Health Department so that certified operators may gain access to the septic tank may not be covered by dirt, rock, mulch or any other type of landscaping material
4. Each property owner connected to the community septic system must pay monthly septic user fees. These funds will be used to cover the actual costs of operating the septic system and may be increased or decreased from time to time.
5. Once connected, those community members who have water service through Onslow County Water Service Authority (ONWASA) will be billed monthly by ONWASA. All of the billing policies of ONWASA apply.
6. Once connected, those community members who have a private well water system will be billed quarterly by the Association. Community members will have 30 days to pay their bill. If a bill becomes delinquent by more than 45 days, the sewer connection will be turned off and will not be turned back on until the account is made current.
7. Each property owner designated to the community septic system will be billed an annual capitalization fee. These funds will be used to maintain/upgrade the septic system and may be increased or decreased from time to time.
8. No Motor Vehicle of any kind may be driven on the septic fields.

## **Violations of Declarations, By-Laws and Rules and Regulations**

COMMENT: The Association, is required by law to oversee the owner's common area and to manage the operation of the subdivision. The Board of Directors is required by North Carolina law to undertake those duties. In these efforts, the Association may suspend the right of an Owner to use facilities located on the common areas (pool, tennis courts, boat ramp, club house) for a period determined by the Board of Directors, and may impose fines and penalties for infractions or violations of the Declaration, By-laws, or Rules and Regulations of the Association, following notice and the opportunity to be heard in accordance with the procedures set forth in this regulation. The applicable statute governing this procedure is 47F-3-107.1 and appears below as part of this Rule. It is the intent of this rule to comply with the statute as it presently exists.

**Section 1: Association Remedies.** In the event of an act, omission, occurrence or continuation of the same which is a violation of the Declaration, By-Laws, or Rules and Regulations adopted by the board of Directors, the Association may undertake the following actions:

1. The Association shall have the right to remove, at the owners expense, signs, equipment, mailboxes or other items of similar size which are in violation of the Declaration, By-laws, or Rules and Regulations, and the Association may remove, tow or relocate any equipment, vehicle or structure which is located within the common areas, streets or sidewalks in violation of the Declaration and the Association's Rules and Regulations following reasonable notice to the owner or occupant of the same.
2. The street and speed limit signs located in White Oak Landing, as well as the LPP System, drainage ditches, dock/ landing and gazebo all belong to the White Oak Landing Homeowners' Association. The Association reserves the right to bill individual property owners for any damage caused to a common area by negligence or misconduct of any lot owner or their tenant. The Association will prosecute these individuals to the fullest extent possible.
3. If an owner fails to maintain a lot, allows or permits the accumulation of trash or rubbish on a lot, or otherwise allows or causes the lot or structure to be in violation of the Declaration, By-Laws, or Association Rules and Regulations, the Association upon compliance with the notice and hearing provisions specified herein, shall have the right to remedy the violation and asses the cost of remedying the same against the offending owner and lot as a special assessment.
4. For non-payment of any general or a special assessment and upon compliance with the notice and hearing provisions specified herein, the Association shall have the right to suspend the offending owner's use of any common areas as well as suspend the owner's voting rights.
5. Upon compliance with the notice and hearing provisions specified herein, and in accordance with the By-laws, the Association shall have the right to impose a fine not to exceed one hundred dollars (\$100.00) for the violation and without further hearing, for each day more than five days after the decision that the violation occurs, as well as suspend the offending owner's use of common areas or suspend the voting rights of the offending owner upon nonpayment of any such fines or penalties or failure to cure any continuing violation.

**Section 2: Notice and Hearing Procedures.** In the event of an act, omission, occurrence or continuation of the same which is a violation of the Declaration, By-Laws, or Rules and Regulations adopted by the Board of Directors, the Association property owners have the following rights with regard to notice and hearing procedures.

1. In the event this Declaration, By-laws or a rule or restriction adopted by the Association is violated (including non-payment of assessments, fines or penalties), the Association Board of Directors or the Executive Committee if so designated by the Board of Directors, shall serve the violator and/or owner with written notice personally delivered or sent by mail to the violator and the owner at the lot address, last known address, or at the address the owner may have designated to the Association in writing. Said notice shall specify the nature of the alleged violation, the proposed or possible sanction under consideration, the statement that the violator and owner may contest the alleged violation or the proposed sanction, the address and name of the person to be notified in order to challenge the proposed action, the time period and the requirements for challenging the proposed action in writing, the date of the proposed action by the Association Board of Directors, and the time period for the owner or violator to challenge the action by giving notification in writing which shall not be less than ten (10) days from the date of the notice unless the violation presents an ongoing health hazard, nuisance or other danger or risk, in which case the time period shall be as reasonable as possible.
2. If the alleged violator or owner challenges the proposed action within the time period allowed, the Board of Directors shall conduct a hearing in executive session giving the alleged violator and owner a reasonable opportunity to be heard, such hearing shall be set and notice of the time and date given to the alleged violator not less than ten (10) days from the date of action by the Board of Directors unless the violation constitutes an ongoing health hazard, nuisance or other danger or risk. At said hearing the Board and the alleged violator or owner may consider statements, evidence and witnesses as to the alleged violation, and at the conclusion of the hearing or consideration by the Board, a decision shall be rendered as to the alleged violation.
3. If the Board determines that a violation has occurred, such determination shall be forwarded by regular mail to the violator or owner to include the results of the hearing and the sanction or sanctions imposed.
4. Any sanction which imposes a special assessment or fines against the lot and an owner or suspends the voting privileges of an owner shall require a two-thirds affirmative vote of the Board of Directors present and voting.
5. If the violator or owner is given written notice of the alleged violation and fails to file a written challenge, then the Board may proceed with the determination as to the alleged violation and the appropriate sanctions and shall give notice thereof to the owner.

**Comment:** The following statutory regulation applies to the Hearing Procedure adopted by the Board as a Rule.

*§ 47F-3-107.1. Procedures for fines and suspension of planned community privileges or services. Unless a specific procedure for the imposition of fines or suspension of planned community privileges or services is provided for in the declaration, a hearing shall be held before the executive board or an adjudicatory panel appointed by the executive board to determine if any lot owner should be fined or if planned community privileges or services should be suspended pursuant to the powers granted to the association in G.S. 47F-3-102(11) and (12). Any adjudicatory panel appointed by the executive board shall be composed of members of the association who are not officers of the association or members of the executive board. The lot owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may*

*be imposed for the violation and without further hearing, for each day more than five days after the decision that the violation occurs. Such fines shall be assessments secured by liens under G.S. 47F-3-116. If it is decided that a suspension of planned community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured. The lot owner may appeal the decision of an adjudicatory panel to the full executive board by delivering written notice of appeal to the executive board within 15 days after the date of the decision. The executive board may affirm, vacate, or modify the prior decision of the adjudicatory body. (1997- 456, s. 27; 1998-199, s. 1; 2005-422, s. 4.)*

## Building Requirement Instructions for White Oak Landing

*In an effort to maintain architectural harmony and enhance property values, the White Oak Landing Homeowners' Association (WOLHA) has instituted the following construction requirements:*

1. Prior to initiating any construction (new home, addition to existing home, storage shed, above/in-ground pool, fence) lot owners must have the approval of the WOLHA. The following information/documentation, appropriate to building type, is required for committee review and approval for new home and additions to existing homes:
  - Plot plan (must show property lines and setbacks)
  - House plans
  - List of exterior materials
  - Total heated square footage
  - Type and location of sewer system
  - Location and type of driveway
  - Location and type of water service (county or well)
  - Type of foundation (crawl space or slab)
  - Floor elevation above grade
  - Elevation view of exterior
  - Proof of builders' insurance
  - Landscaping plan
  - Completed architectural committee worksheet
  - Signed building requirement instructions

This information will be used to ensure construction is in compliance with the WOLHA's covenants and is in general harmony with existing homes. Submitted materials will be kept on file by WOLHA and not returned. The Architectural committee will review the information once they are submitted and forward their **RECOMMENDATION** whether the plans submitted have met the requirements to the WOLHA Board of Directors. **The Board of Directors will review the recommendation of the Architectural committee and send the letter of Approval or Disapproval to the owner of the property.** If the owner receives no response to the submitted plans after 30 days, then the plans are considered approved as stated in the Restrictive Covenants of WOLHA.

2. In addition to the above listed information, effective May 1, 2004, a \$1,000.00 refundable security deposit will be required on newly constructed homes in White Oak Landing
3. The \$1,000.00 refundable security deposit will be held to ensure that the following guidelines are followed:
  - Laborers will keep the work site as clean as possible. Trash piles will contain only construction debris and will be located at the rear of the lot. Debris should be removed at least twice per month in order to limit the possibility of trash blowing into adjacent lots and/or the road.
  - Roadways must be kept clean of all dirt and construction debris.
  - Loading and unloading of track-type vehicles (e.g., bulldozers) on the road surface is not permitted. Heavy equipment, large trucks, trailers, and building materials are not permitted to remain overnight on the road shoulders or right-of-way. All damage to the common grounds or roadway, determined to be caused by the construction crew or construction equipment will be repaired at the expense of the homeowner/contractor.
  - Property damaged during the course of construction (e.g., sewer lids, mailboxes, sign posts) must be replaced with items of equal value and quality.

- Equipment will not be washed or cleaned in the right-of-way, drainage ditch, or roadway. Recovery and/or clean up of toxic and nontoxic waste will be at the expense of the homeowner/contractor.
- The shoulders of the road and drainage ditches are community property of the WOLHA and must be returned to their original condition if damaged. Caution should be exercised to keep dirt and debris out of drainage ditches and to prevent damage to the drainage areas. **Damaged sod must be replaced with sod, not with fill-dirt and seed.**
- **Construction must be completed within one year from the date of WOLHA approval.** A letter can be submitted to the WOLHA Board of Directors for approval for an extension of the deadline, which should include the reasons for the extension and the length of time needed for completion.

Upon completion of construction, the homeowner/contractor must forward a written request of return of the security deposit. The request should also contain an acknowledgment that the site clean-up has been completed and that any damaged property has been repaired or replaced. The \$1,000.00 deposit will be returned in full if all building requirements have been met. If the WOLHA feels that the contractor has not fulfilled all obligations, they will respond within 15 days and provide a detailed list of required actions that must be completed before the security deposit can be returned.

4. Homeowners/contractors are also required to abide by the following;

- No vehicles or construction equipment should park on the roadway as to impede any vehicle from entering and exiting the community safely.
- The homeowner/contractor will advise all personnel involved with construction to abide by the posted speed limit.
- The roadways are private property and drivers repeatedly exceeding the speed limit may be prohibited from using WOLHA roads.
- Permanent driveway drainpipes will be concrete conduit and installed so as not to impede the flow of water from/to lots on either side.
- A proof of grade survey of concrete conduit installation must be made available to the Board of Directors if requested prior to the refund of the security deposit.
- Members of the White Oak Landing Board of Directors will be allowed reasonable access to the construction site to ensure compliance with these requirements.
- **NO BURNING** of any trash or construction materials should be done.

It is not the desire of the WOLHA to make construction unduly difficult or expensive for homeowners or contractors. However, the Board of Directors has an obligation to minimize the impact of new construction on our entire neighborhood. Ultimately, the burden of compliance must fall on the homeowner or lot owner who has contracted with the builder.

Thank you, WOLHA Board of Directors

I have read the above requirements and agree to abide by them.

Signatures:

Contractor: \_\_\_\_\_ Lot/Homeowner: \_\_\_\_\_



**WOLHA ARCHITECTURAL COMMITTEE  
P.O. BOX 2272, SWANSBORO, NC 28584**

**ARCHITECTURAL COMMITTEE WORKSHEET**

LOT OWNER: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_ PHONE: \_\_\_\_\_  
DATE SUBMITTED: \_\_\_\_\_ LOT #: \_\_\_\_\_ SECTION: \_\_\_\_\_

1. HEATED SQUARE FEET:  
1st FLOOR: \_\_\_\_\_ 2nd FLOOR: \_\_\_\_\_ TOTAL: \_\_\_\_\_

2. FRAMING:  
STICK BUILT \_\_\_\_\_ MODULAR \_\_\_\_\_ PREFAB \_\_\_\_\_

3. FLOOR ELEVATION ABOVE GRADE: \_\_\_\_\_

4. EXTERIOR MATERIAL (BRICK, STUCCO, VINYL SIDING, ETC.)  
FOUNDATION: \_\_\_\_\_ WALLS: \_\_\_\_\_ ROOF: \_\_\_\_\_

5. PROPERTY SETBACKS: COLOR SELECTION:  
STREET (40 FT. MIN.): \_\_\_\_\_ SIDING: \_\_\_\_\_  
SIDE (8 FT. MIN.) \_\_\_\_\_ SHUTTERS: \_\_\_\_\_  
REAR (8 FT. MIN.) \_\_\_\_\_ FOUNDATION: \_\_\_\_\_

6. OUTBUILDINGS:  
PERMANENT: \_\_\_\_\_ TEMPORARY: \_\_\_\_\_  
FENCING TYPE: \_\_\_\_\_

7. COPY OF CONSTRUCTIVE COVENANTS: YES / NO

8. COPY OF BUILDING REQUIREMENTS: YES / NO

NOTES: \_\_\_\_\_

LOT OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**PLEASE SUBMIT COMPLETED, EXECUTED WORKSHEET, COMPLETE SET OF PLANS CONTAINING ELEVATIONS, PLOT PLAN DISCLOSING SETBACKS, LANDSCAPING PLAN, AND SIGNED BUILDING REQUIREMENTS LETTER TO ABOVE ADDRESS.**

**ARCHITECTURAL COMMITTEE USE ONLY:**

GENERAL HARMONY WITH SURROUNDING HOMES: YES/NO CURB APPEAL: YES/NO APPROVED: YES/NO

COMMENTS:

ARCHITECTURAL COMMITTEE SIGNATURES:

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