

## **Day Beacon Dockominium Rules and Regulations**

This document is a COPY of the **Rules and Regulations of the Day Beacon #9 Dockominium Association**, which technically are Exhibit D of the Dockominium Bylaws.

### **Exhibit "D" RULES AND REGULATIONS**

The word "operator" is used herein to indicate The Day Beacon #9 Dockominium Owners' Association ("DBDOA"), its successors and/or assigns. The word "occupant" is used to indicate the owner of a boat in the marina, a slip owner or any person who is otherwise using the facilities of the marina.

Enforcement of the following regulations will be the responsibility of the operator.

1. When a boat enters the marina, it immediately comes under the jurisdiction of the operator and shall be berthed or anchored only where permitted and shall be maneuvered as directed.
2. Vessels entering the marina during an emergency shall be reported immediately by their owners to the operator.
3. Commercial fishing boats, boats for hire and other types of commercial craft will be admitted at the discretion of the operator.
4. Living aboard boats at the marina is prohibited. Living aboard is defined as occupying a boat within any slip or combination of slips for any period of time longer than a period of 90 days in any calendar year beginning January 1. During any period of occupation, the occupant shall comply with all governmental regulations and restrictions applicable to such use. Houseboats may be admitted in the discretion of the operator.
5. Boats not marked or identified as required by law will not be permitted in the marina.
6. Boats shall be in a seaworthy condition and not constitute a fire hazard or they shall be removed from the marina.
7. The operator shall have the right to inspect all boats in the marina to determine seaworthiness and adherence to local and federal fire and safety requirements. The operator does not warrant these inspections and must not be relied upon by Association members, slip owners, boat owners, guests, agents, invitees or lessees.
8. Boats in the marina shall be equipped with lights and be operated according to the "Rules of the Road" and the navigation laws of the United States.
9. All boats shall be moored in berths or at moorings in a manner acceptable to the operator or they shall be removed from the marina, or the operator, after notice to the occupant, may tie up the boats and assess a service fee; however, the operator has no duty to do so.
10. All boats shall observe the no wake speed at all times in the marina basin.
11. Tenders and skiffs shall be stored on-board larger vessels or stored on land or in water as directed by the operator. While in the marina they may be used only in transporting persons and supplies between the shore and the larger boat. They shall be marked or named and such identification recorded with the operator.

## Day Beacon Dockminium Rules and Regulations

12. No swimming or diving will be permitted in the waters of the marina basin. All children under eight years old must wear life preservers when on marina boardwalks or piers.
13. Fishing or crabbing for recreational purposes only may be permitted at the discretion of the marina operator.
14. No refuse is to be thrown overboard. Garbage shall be deposited in cans supplied for that purpose and other debris shall be placed where specified by the operator. Anyone clumping petroleum products overboard or on the marina premises will be reported to the Coast Guard. If the polluter is a tenant, then its lease will be terminated and they will be permanently expelled from the marina. If the polluter is a slip owner or guest, then the slip owner will be assessed for any clean-up and fined for the violation of these rules pursuant to the Declaration.
15. Occupants shall strictly adhere to the locked-head policy. A pumpout facility will be available at the marina which occupants are encouraged to use.
16. Boat owners shall not store supplies, materials, accessories or debris upon any walkway and shall not construct thereon any lockers, chest, cabinets, steps, ramp or similar structures except with permission of the operator. Electrical cords and hoses should be coiled neatly at all times.
17. Occupants shall use discretion in operating motors, generators or bilge pumps so as not to create a nuisance. Television sets, radios and motors shall be operated only during such hours as are prescribed by the operator.
18. There shall be no discharges of fish processing waste from onshore facilities or from boats docked at the marina. This includes trash, fish, shrimp heads and other waste sometimes thrown overboard during the cleaning and sorting of a catch. There are fish cleaning facilities with waste receptacles available at the marina. Violators will be fined, suspended or expelled from the marina.
19. Repairs, to a limited extent, may be made to boats while in slips. Repairs must be specified to and approved by the operator prior to commencing any work.
20. Disorder, depredations or indecorous conduct by a occupant or his guests that might injure a person, cause damage to property or harm the reputation of the marina shall be cause for immediate removal from the marina of the boat in question.
21. The operator is not responsible for any losses on or damages to boats in the marina. Each owner is responsible for damage which he may cause to other boats in the marina or for damage to any structure.
22. Occupants will provide their home and business addresses and local telephone numbers to the operator.
23. Slip rentals, mooring charges, storage rates, water, electric, and telephone rates shall be strictly in accordance with North Carolina law. All rentals for space shall be paid in advance. No refunds will be made. No subleasing of slips or transfer of boats between slips will be allowed except upon prior permission of the operator.
24. Any advertising or soliciting on any boat will be subject to approval by the marina operator.
25. Prior to any fueling activity, all motors on boats must be shut off.

END

**Day Beacon #9 CHOA Rules and Regulations**  
**Per the Day Beacon Board of Directors**  
**Updated August 15, 2023**

The Association Board of Directors has established and defined this set of Rules and Regulations (R&R), as allowed in CHOA Declaration 7.5 and as previously referenced in the "Policies and Procedures", to clarify selected issues that have arisen and to address consistency and reasonable accommodations benefitting all of our owners. The matters originally addressed and further updated are as follows:

**1. Animals.**

a. **Dogs** are allowed but must be kept on a leash at all times while on the property. Owners **must** pick up after their dogs, taking advantage of trash cans placed around the property. Dogs are not allowed at the pavilion during Happy Hour and/or food events unless they are service dogs. Provided there are no community events planned during the day, you may bring your dog to the pavilion from sun-up to 4 p.m. and after Happy Hour and/or food events have ended.

b. **Cats** are allowed as long as they are not let outside on the property or unless they are kept on a leash.

**2. Feeding of Animals.**

a. Residents may have hummingbird feeders on their personal decks.

b. Bird feeders are prohibited on the property as they attract unwanted elements such as rodents, squirrels, ducks and geese.

c. Feeding of any animals i.e. cats, dogs, ducks, geese, etc. that wander on the property is prohibited.

**3. Smoking** is allowed in personal units only. Smoking is strictly prohibited in all common and limited common areas on the Day Beacon property, including but not limited to the entry way decks on the parking lot side, stairways, the pavilion, docks, boats in slips and at the pool area. While your rear deck is limited common space, smoking will not be prohibited there at this time. However, please be considerate of neighbors using their decks as most residents strongly object to the smell and adverse health effects of secondary cigarette and cigar smoke. Secondary smoke can be considered a nuisance and noxious in violation of CHOA Declarations 10.8 and 10.9, should neighbors find it imposing.

**4. Personal Decks:**

a. Only electric grills may be used on decks and only with a fireproof/spill-proof mat underneath.

b. If a sunscreen is installed on a porch its mounting should not be visible and it should not be left down when no one is on the porch as it may obscure part of the view for a neighbor.

c. A deck ceiling may be installed on a first or second floor deck. It must conform to the installation standards of existing ceiling installations.

- d. A deck ceiling fan is allowed. It is recommended, but not required, that the color match the ceiling. Fans should be turned off when no one is on the porch.
- e. On first level decks, gates may be installed. They must be white and compatible in appearance with the rest of the deck railings.
- f. Any other modifications to decks must be approved by the Board of Directors.

**5. Storm doors** meeting certain requirements are approved. See R&R Attachment 2 or Condo tab on the Owners' website for clarifications and illustrations of approved storm doors.

**6. Sound transmission.** A unit shall not be altered in any manner that would increase sound transmission between units. Because of inherent sound transmission (lack of sound insulations) in the condos' floor construction, no owner of a second or third floor unit may install a type of flooring different than what was originally installed in the same area of the unit at time of construction (i.e. tiled areas must be replaced with tile, carpeted areas with carpet, etc.) Second and third floor units where no original surfaces are currently installed are grandfathered in. However, if they are ever replaced the units must be returned to the as-built configuration.

**7. Water Damage.** Because of an established history of condo water damage due to the bursting of pipes, an original plastic refrigerator water line and frozen deck faucets due to leaving a hose connected during freezing weather, the responsible condo owner(s) at Day Beacon shall be responsible for paying the insurance deductible or any other costs incurred if the Association's insurance carrier determines the Association is liable for repair costs. As a precaution, all owners are expected to: 1) Replace the refrigerator water line with a new reinforced one; 2) Never leave a hose connected to an outside faucet in freezing weather; 3) Shut off the main water supply to the condo unit when leaving the unit for more than a day trip; 4) Install and maintain foam insulating covers on outside deck faucets (provided by the Association via the Property Manager (from November 1 to April 15 of each year as a preventative measure against faucet freezing and subsequent failure of any internal faucet parts due to residual water.

**8. Requests for New Satellite Service or Repair** should be coordinated through our Property Manager to avoid installation of extra antennas or disruption of service to other users.

**9. The Day Beacon Pool** is available during late Spring and Summer for use by owners and residents (i.e. long term renter, co-habitant, etc. as defined by the Board of Directors.) During the season, pool hours are from 10:00 a.m. until dark. In addition condo owner's guests who are staying at that Day Beacon condo overnight are welcome to use the pool. Condo owners'/renter's children and grandchildren are allowed to use the pool without the condo owner/renter accompanying them. All children under the age of 15 must be accompanied by an adult. The pool is limited to small groups for short term use. Pool parties are prohibited. Smoking, animals, glass containers and diving are strictly prohibited in the pool area. Owners and guests need to read and abide by the pool rules and other signage posted in the pool area. The pool closes at sundown. There is a lock on the gate of the pool that should be locked if no one is in the pool area. The code is 0915.

**10. Day Beacon Pavilion** is available to all owners for small-group, short-term usage. For the benefit of the entire Day Beacon community, no large-group activities are allowed at the pavilion other than CHOA organized events unless approved by the Board of Directors. This policy is detailed further in the R&R Attachment 3 and on the Owners' website.

**11. Day Beacon Parking Lot:**

- a. Parking lot usage is limited to condo owners and their guests. There is no assigned parking.
- b. Parking is not permitted on the grass along Water Street or near the entrance to Day Beacon.
- c. Only a condo owner may park a boat trailer or RV in the parking lot and only for a maximum of 48 hours. The policy regarding the parking of any kind of trailers and RVs in the parking lot is specified in R&R Attachment 1 and under the Condos tab on the Owners' website.
- d. When parking perpendicular to the curb along sidewalks, the vehicle should not extend over the sidewalk as a safety measure particularly for those with limited or inhibited mobility. Owners should advise their guests accordingly prior to parking as well.
- e. No parking is permitted in front of the elevator of building 4000. This area should be used as a loading and unloading zone only.
- f. There is no parking of any kind, including golf carts, on the grass between buildings 3000 and 4000 or the adjacent stripped area of the parking lot. This area is for emergency vehicle access to the docks, pavilion and the area behind those buildings.

**12. Skateboarding** is strictly prohibited on the Day Beacon property.

**13. Condominium Exchange.** If a Day Beacon Condominium is exchanged for another existing Day Beacon Condominium between existing Day Beacon condo owners, the initial assessment fee is waived. This applies to condo exchanges only, not to condo sales.

**14. HVAC.** All units must maintain the power supply to the condo at all times for HVAC to operate. While owners are out of town, it is suggested that HVAC be left on and set to levels to allow some air flow to the unit.

**15. Dock Trash Cans.** The trash cans located near the docks are for boating trash and dog waste only. Please use the dumpster in the parking lot for household waste.

**16. Docks.**

- a. Golf carts are prohibited on the docks for any reason.
- b. No one under 18 should ride a bike on the dock.
- c. No swimming or diving off of the docks.
- d. Anyone under the age of 13 must be accompanied by an adult on the docks.

**17. Boat Lifts and Finger Piers.** If you are considering installing a boat lift, dock box, finger pier or any other modification, please contact the Property Manager with your request. He/she will present the request to the Board. All boat lifts and dock boxes must conform in appearance to the ones previously installed. No modifications of any kind can be made without Board approval.

**18. Golf Carts.** Golf carts are permitted on Day Beacon property. Under NC law, you must be at least 16 years of age and have a valid driver's license to drive a golf cart on the roads of NC. Please be mindful of your speed while operating a cart on the property. There are two charging stations for owners' use only. One is

located in front of building 2000 near the pool and the other is located in the parking lot in front of building 4000 next to the water hose. These stations are for charging purposes only. In order that all owners have access to these stations, no golf cart should be parked along the curb near these stations. Once your cart charging is complete, please move your cart to a designated parking area.

**19. Usage of Condos – Residential Activity Only.** No portion of the Condominium Units, Common Elements or Limited Common Elements shall be used for other than residential, recreational or substantially related purposes which are permissible under applicable Town of Belhaven zoning ordinances. This policy is detailed further in R&R Attachment 4.

**20. Condo Rentals.** Units may not be rented, leased or licensed, regardless of the length of such rental, lease or license agreement. All units must be occupied by the owner as his or her principal residence or secondary residence. See Attached Amendment to Declaration filed March 24, 2023.

## **Rule/Regulation Attachment 1: CHOA Policy Regarding Trailers and RVs**

The Day Beacon parking lot was designed for cars only (nominally 2 per unit), and there are no oversize parking spaces for trailers or other vehicles. Section 10.7 of the Declarations authorizes the Board to limit the use of the parking facilities, and the Board has voted to implement the following restrictions in order to maximize the availability of parking spaces.

- The parking lot is **ONLY** for the use of condominium owners, their guests or renters, and marketing guests. (Per the Declarations, people owning Dockominiums only do not have access to the parking lot.)
- Except as otherwise indicated here, only passenger vehicles, golf carts, or motorcycles can be parked in the lot, and only in marked spaces.
- Exceptions are as follows:
  - Commercial vehicles actively performing work at Day Beacon.
  - Trailers and boats during a hurricane provided they are carefully parked to minimize space used and not block any access to other spots or rights of way.
  - Trailers and boats during season launch, pullout, or emergency service, provided they are removed within 48 hours maximum and don't block rights of way. Parking of boats or trailers for regular in/out service (in lieu of leaving the boat in the water or on a lift) is specifically prohibited.
- Recreational vehicles and travel trailers:
  - No guest or renter may park an RV or travel trailer in the parking lot permanently.
  - Owners may do so **ONLY** for brief periods of time (no more than 48 hours) for purposes of loading and unloading on limited occasions and with extreme consideration for where and how the vehicle is parked.
  - No one may live in or sleep in an RV or travel trailer in the parking lot.

## **Rule/Regulation Attachment 2: Storm Doors**

Day Beacon residents are allowed to install a storm door subject to the following requirements:

1. Door must have a FULL-VIEW window.
2. Door color must be WHITE (not off-white, almond, etc.)
3. Door hardware must be SATIN NICKEL
4. Owner must accept all responsibility for damage caused by the door (e.g., swinging open in the wind and damaging the outdoor light fixture, cracked frame, etc.)

The following two doors have been approved by the board and are both available at Lowes in Washington, with or without installation:

- **Larson Secure Elegance.** This is an exceptionally strong door with multiple latches and a nearly break-proof glass window. Glass cannot be replaced with a screen.
- **Pella Select** (also sold as **Pella Ashford**). This model optionally allows a screen. Without a screen it is about \$50 less than the Larson.

**RULE/REGULATION ATTACHMENT 4 TO  
RULES AND REGULATIONS FOR  
DAY BEACON #9 CONDOMINIUM HOMEOWNERS ASSOCIATION,**

WHEREAS, Day Beacon #9, LLC, a North Carolina limited liability company, caused to be recorded that Declaration of Day Beacon #9 Condominium in Book 1601 Page 636 of the Beaufort County Registry, which was thereafter supplemented and amended, including in Book 1615 Page 866, Book 1682 Page 642, Book 1953 Page 297, and Book 2009 Page 615, all of record in the Beaufort County Registry (collectively, the "Declaration"); and

WHEREAS, pursuant to Article 7.5 of the Declaration, Article 3.1 of the Bylaws of Day Beacon #9 Condominium Homeowners Association (the "Bylaws"), and N.C.G.S. §47C-3-102 (a) (1), the Board of Directors for Day Beacon #9 Condominium Homeowners Association (the "Association"), has the power to adopt, publish and enforce certain Rules and Regulations relating to the Condominium Units, Common Elements, and Limited Common Elements;

WHEREAS, the Association has adopted Rules and Regulations to govern the Condominium Units, Common Elements, and Limited Common Elements, and the Rules and Regulations were last amended July of 2020;

WHEREAS, the community was developed with the intent that the Condominium Units, Common Elements, and Limited Common Elements would be used for "residential" purposes. Paragraph 2 in the Recitals of the Declaration states "said development may consist of residential units..."; Article 3.6 of the Declaration states "The plan of DAY BEACON #9 CONDOMINIUM, is to build and develop residential units...";

WHEREAS Article 10.3 is entitled "Business Activities and Signs" and restricts the use of commercial "signs";

WHEREAS, the Board desires to promulgate a rule that clarifies that the Condominium Units, Common Elements, and Limited Common Elements are limited to residential activity as intended by the Declaration and Bylaws; and

NOW THEREFORE, the undersigned does hereby declare the following rule and regulation shall be adopted and incorporated into the Day Beacon #9 CONDOMINIUM HOMEOWNERS ASSOCIATION RULES and REGULATIONS as RULE/REGULATION ATTACHMENT 4:

**RULE/REGULATION ATTACHMENT 4:**

**4. Residential Activity Only**

No portion of the Condominium Units, Common Elements, or Limited Common Elements shall be used for other than residential, recreational or substantially related purposes which are permissible under applicable Town of Belhaven zoning ordinances.

## Day Beacon Condominium Declarations – Plain Language Interpretation

This document is a plain language interpretation of the **Day Beacon #9 Condominium Association Declarations** and its **Amendments**. See the original documents for refinement of the points herein and additional items felt not to be of enough significance to list here. The Declarations take precedence over the Condominium Bylaws (a separate document), if there are conflicts.

There are four EXHIBITS associated with the Declarations:

- A. A formal legal description of the location of the Condominium property (not detailed here)
- B. Bylaws (covered in a separate Plain Language document)
- C. Articles of Incorporation (not covered)
- D. Schedule of Unit Information (not covered; referred to in Amendment 2 as Schedule C...)
- E. Rules and Regulations (unknown document)

### I – Definitions

The term **Association** in this document means the Day Beacon #9 Condominium Owners Association, **Board** means its Board of Directors. Additional terms are highlighted on first use where felt significant. See the original document for the complete list of definitions.

### II – Creation of the Condominium

“The name of the Condominium is ‘DAY BEACON #9 CONDOMINIUM.’”

Each condo owner shall be governed by the NC Condominium Act (“the **Act**”), the Condominium documents, and any rules and regulations adopted by the Association.

### III – Description of the Condominium

The property includes 36 Units as defined by an “Exhibit A” and includes “adjoining pavilion, pier, concrete and wooden walkways, and other improvements shown on the Plat and Plans.” Each owner’s interest consists of their Unit plus an undivided interest in the **Common Elements** (walkways, etc.).

The votes in the Association are equally divided among all condos.

A Unit’s boundaries are described in detail, basically being from the supporting surfaces (studs) inward. “Window screens and all fixtures, equipment and appliances located within the boundaries of each Unit, including without limitation, portions of the heating and air-conditioning system and the hot water heater are deemed to be a part of each Unit... Further, any fan coil unit mounted above the ceiling of a Unit and the air-conditions/heating unit located outside the Unit but serving that Unit only shall be deemed to be part of that Unit.”

If an owner buys an adjacent Unit, he has the right to connect the two Units via wall removal.

If **Limited Common Elements** (items outside a Unit but serving only that Unit or several Units, such as a water line) needs repair, the Board has the authority to decide whether such repair is the responsibility of the Unit owner(s) or the Association.

Unit owners are obligated to pay their share of the overall expenses of the Association and to vote in matters before the Association. The Association has the obligation to maintain Common Elements of the Association and charge the owners accordingly, including expenses such as common area lighting and water.

## **Day Beacon Condominium Declarations – Plain Language Interpretation**

Bylaws have been created as Exhibit B to include things such as fines and suspension of privileges. Each owner has riparian rights of access to the waters of Pantego Creek

### **IV – Easements**

Each owner has the right of access to his Unit via the Common Elements, subject to limitations that might be imposed by the Board, such as a maximum number of guests.

The Board may “suspend the (1) right to vote and (2) right to use any facilities of the Condominium by the Owner and his Occupants and Common Areas appurtenant thereto for any period of time during which an Assessment against his Condominium Unit remains unpaid or, for a reasonable time, for infractions of any provisions of the Condominium Documents or rules and regulations duly promulgated by the Associations.”

No owner shall demolish any portion of his Unit, unless repair is necessary due to destruction.

If lines of any utility that support someone else’s Unit are within your Unit, you must allow access for repair.

If damage occurs to an adjoining Unit or to Common Elements, whether or not your Unit is involved, you must allow an easement for access to perform repairs.

Everyone must grant a general easement to the Town of Belhaven or any Utility or emergency service. In the event of an emergency, no owner can hold any emergency service organization responsible if access to their Unit is blocked in any manner.

Each owner agrees to hold the Association harmless in the event of any “personal injury, monetary liability, claims, demands, costs or judgments against it arising out of, in whole or part, any alleged inadequacy of vehicular and pedestrian access in and around the Condominium.”

### **V – Maintenance and Repair**

The Association shall maintain and repair all the Common Elements and Limited Common Elements.

Likewise, each Unit owner shall maintain and repair all “fixtures, equipment, and appliances” within their Unit, including “all conduits, wires, pipes or other apparatus located within the boundaries of such Owner’s Unit or deemed to be a part thereof.” Failure of an owner to make necessary repairs gives the Association the right to perform repairs and bill the owner.

Each owner shall keep their Unit in a “clean, orderly, and safe condition and appearance.” The general appearance of the Unit cannot be altered without the Association’s consent.

### **VI – Assessments.**

Each Unit owner agrees to pay the Association an assessment equal to others. “No Owner may waive or otherwise escape liability for Assessments by non-use of the Common Elements or abandonment of his Unit.”

The Board shall set an annual assessment amount to be conveyed by the Annual Meeting, though the assessment can be raised if necessary at any time if the budget proves inadequate. Special assessments are permitted and do not usually require a vote of the Association. Such an assessment may be used for repair or capital improvements. If for capital improvements, the amount cannot exceed \$2000/year/Unit without a vote of the Association.

## **Day Beacon Condominium Declarations – Plain Language Interpretation**

A Reserve fund shall be established. Upon the sale or resale of any Unit, \$1000 shall be paid to the Association.

Any assessment not paid within 30 days is subject to a lien being filed by the Association. If unpaid for another 30 days, a late charge not exceeding the greater of \$15 or 18% of whatever is due shall be added. If unpaid after another 10 days, the entire year's assessment may be accelerated and immediately due. Notice may be given by US Mail, and proceedings may then be implemented to enforce collection, including foreclosure. All delinquent charges and late fees shall bear interest from the date of delinquency at the rate of 18%. During this period, the Board may suspend the owner's right to use the recreational facilities and the right to vote. If a Condominium is foreclosed upon by the Association, the Association may "acquire, hold, lease, encumber and convey the same."

### **VII – Administration**

The Association shall administer the use of the Condominiums. The Directors and Officers of the Association shall be indemnified by the Association.

The "Board of Directors shall have the power and authority to make, amend and revoke reasonable rules and regulations concerning the use of the Units and the Common Elements" in addition to the Rules and Regulations contained in the attached Exhibit E. [NOTE: Attachment E not found...]

The Board may employ a professional management firm and delegate selected powers.

Any owner or first mortgagee who believes they are aggrieved by any failure of the Board to act upon powers granted to it "shall have the right to proceed in equity to compel the Board of Directors to perform such duty or duties."

### **VIII – Insurance**

If required by the NC Condominiums Act, the Board may be required to purchase insurance for any of the following: loss or damage by fire, wind, water, or other hazards; fidelity coverage for anyone handling Association money; liability coverage in a minimum amount of \$1,000,000 per incident; any other kind of insurance otherwise required. Condo owners shall be notified of any policy coverage.

Each Unit owner must obtain and maintain "Property insurance in a sufficient sum to cover the values of all improvements made to the Unit and all personal property therein ... [and] ... Liability insurance having policy limits of \$500,000.00 per person and \$500,000.00 per occurrence." [The text about naming the Association as a named insured is not enforceable.]

### **IX – Reconstruction or Repair of Casualty Damage**

In the event of damage to the property, the Association has the obligation to restore it to substantially the same condition it was in prior to damage, not including modifications by owners, and with the same boundaries as before, UNLESS 75% of the owners vote within 60 days of the damage not to rebuild. [See the Declarations for additional details on the circumstances under which repairs would not be taken and how insurance payments will be

## **Day Beacon Condominium Declarations – Plain Language Interpretation**

handled. This section is long and complicated and no more of it will be summarized here at this time.]

### **X – Aesthetics Review, Use Restrictions And Sale Of Units**

“No construction, painting or other changes of any nature whatsoever shall be commenced or maintained by any Unit” unless the plans have been approved by the Board or designated committee, which will take into consideration “harmony of design and location in relation to surrounding structures and topography.” No owner shall impair another owner’s easement without permission of the owner and Board.

No lighting shall be added or changed without approval of the Board.

“No ‘For Sale’ or ‘For Rent’ signs or other signs or advertising posters of any kind shall be maintained or permitted” except by a first mortgagee during a foreclosure sale.

“No structure for the care, housing, or confinement of any pet shall be constructed or maintained.” Pets must be on leash on the property and the owners must clean up after their pets.

No antennas may be placed on Common Elements without Board approval.

In the parking lot, the Board may prohibit long term vehicle parking, plus “mobile homes, motor homes, truck campers, trailers of any kind, motorcycles, motor scooters, motorized bicycles, mopeds, motorized go-carts and other such conveyances.” Boats and trailers may not be parked in any right of way.

“No exterior speakers, horn, whistles, bells or other sound devices, except boating safety or security devices used exclusively for boating safety or security purposes, shall be located, used or placed on the Submitted Property.”

No “noxious or offensive” activity which could cause “embarrassment, discomfort, annoyance or nuisance” to other owners or break the law or cause our insurance to be canceled may be carried out. No boats or vehicles may be assembled or disassembled without permission of the Board.

No unit may be rented for a period less than 90 days. [Amendment #3]

All government codes and the like (e.g., Building Codes) shall be observed.

No clothing, rugs, etc., can be hung out to dry on Units nor clothes lines used.

### **XI – General Provisions**

These Declarations may be amended by a majority vote of the Association. Amendments may be proposed by the Board or 25% of the members. [Detailed legal jargon here has not been summarized...]

Division of any property taken by eminent domain is detailed, but not summarized here.

What happens if the Condominium is dissolved is detailed, but not summarized here.

All owners shall comply with all provisions of these Declarations and associated rules, and the Board shall have the right to enforce, including but not limited to physical removal of any item in violation, billing the owner for any charges and entering their Condominium without recourse.

## **Day Beacon Condominium Declarations – Plain Language Interpretation**

The “provisions of this Declaration shall run with and bind the land, shall be binding upon and inure to the benefit of all Owners and Mortgagees, their heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect perpetually.”

If an owner defaults by 60 days on his assessments, any mortgagee is entitled to be notified by the Association, provided such a request for this or other information affecting the Unit has been filed.

ORIGINAL FILED: July 30, 2007, by John W. Dixon, Manager of Day Beacon #9, LLC

AMENDMENT #1: November 8, 2007 [Schedule D replaced; though in the Amendment it is referred to as Schedule C]

AMENDMENT #2: March 5, 2009 [Changed 6.1 to: “Declarant shall be responsible for assessments on any unsold units.”]

AMENDMENT #3: February 22, 2018 [Added 10.9.1: No short-term rental or lease for less than 90 days]

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### **NOTES:**

- Initial draft by Fred Brack, 9/28/11.
- Items affecting only the Declarant prior to the end of the Declarant Period have been removed.
- No claim is made that 100% of items in the Declarations are covered here.

# Day BEACON

800-315-3755 • www.DAYBEACON.COM

## *Construction Specifications* CONSTRUCTION SURPASSES HURRICANE CODE

- Day Beacon is constructed 3 to 4 feet above flood level; 8 foot elevation
- Support pylons are friction driven to a depth of 30 feet
- Site preparation work including quality fill and compacting is extensive
- Developer warrants workmanship for a period of one year from date purchaser closes on their individual villa
- Villa size: 1257 heated square feet plus 150 square foot private deck
- Cathedral or 9 foot smooth ceilings
- All kitchen appliances are Whirlpool Gold Series
- Gibraltar solid surface countertops
- Built-in bookcase and entertainment center
- Fire suppression sprinkler system; each villa is one hour fire rated
- Security system
- Pre-wired for surround sound
- Kohler Tech – DP 50 double pane low ‘E’ windows; wind rated to 130 mph
- Hardi-Plank siding; wind rated to 115 mph
- Plaspro exterior doors
- Trane heatpump; 13 S.E.E.R.
- Tamko architectural 50 year shingles; wind rated to 130 mph
- Thyssenkrupp elevators; 2500 lb commercial rated
- Pittsburgh Timeless Series interior and exterior paint
- Proflow 1200 Series plumbing fixtures

### DAY BEACON PRIVATE MARINA

- Slips measure 12.5 feet wide by 30 feet deep
- All have electric, cable and water
- All slips are lighted
- Fish cleaning stations
- Marina pump out station
- Vinyl coated pylons and bulkhead
- Constant depth from 5 feet (at bulkhead) to 9 feet at end of pier(s)
- Covered community dock with outdoor grills

B E L H A V E N



N O R T H C A R O L I N A

**WATER STREET & PAMLICO**  
LAT 35.536004 • LON -76.621712

BK 2133 PG 626

FOR REGISTRATION: REGISTER OF DEEDS  
Carolyn L. Garris  
Beaufort County, NC  
March 24, 2023 02:42:36 PM  
Book 2133 Page 626-628  
FEE: \$26.00  
INSTRUMENT # 2023001394



INSTRUMENT # 2023001394

After recording, return to: Brian S. Edlin, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION  
DAY BEACON #9 CONDOMINIUM

COUNTY OF BEAUFORT

THIS AMENDMENT TO THE DECLARATION OF DAY BEACON #9 (“Amendment”) is made and entered into this 24<sup>th</sup> day of March 2023 by DAY BEACON #9 CONDOMINIUM HOMEOWNERS ASSOCIATION, a North Carolina corporation (hereinafter referred to as the (“Association”)), and the requisite number of Owners and Members of the Association voting in favor of the Association.

RECITALS:

A. The Association is the homeowners association for Day Beacon #9 (the “Condominiums”) in Beaufort County, North Carolina, and, as such, is responsible for administrating the affairs of the Association pursuant to that certain Declaration of Day Beacon #9 recorded in Book 1601, Page 636, Beaufort County Registry, as amended and supplemented (the “Declaration”).

B. The Declaration may be amended of not less than sixty-seven percent (67%) of the Units subject to this Declaration.

C. The Owners desire to amend Article 10.9.01 of the Declaration (as set forth in the Amendment to Declaration of Day Beacon #9 Condominium recorded at book 1953, page 297 of the Beaufort County Register of Deeds) to prohibit the rental or leasing of Units and require Units to be used as an Owner’s principal residence;

NOW, THEREFORE, the undersigned does hereby declare that the Declaration of Day Beacon #9 shall be amended as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated by this reference as if fully set forth herein.

2. To amend Article 10.9.01 by deleting that Section in its entirety and replacing it with the following:

**“10.9.1 Rentals, Leasing or Licensing of Units. Units may not be rented, leased or licensed, regardless of the length of such rental, lease or license agreement. All Units must be occupied by the Owner as his or her principal residence or secondary residence. Principal residence shall mean the dwelling where the Owner maintains (or will maintain) his or her permanent place of abode, and typically spends (or will spend) the majority of the calendar year. Secondary residence shall mean a dwelling: (i) where the Owner maintains or will maintain a part-time place of abode and typically spends (or will spend) less than a majority of the calendar year.”**

3. This amendment shall be effective upon recordation in the Office of the Beaufort County Register of Deeds. Provided, however, all current rental, licensing or lease agreements for Units in existence at the time of recording this amendment shall be grandfathered and allowed notwithstanding this amendment provided the same are otherwise compliant with the previous version of Article 10.9.01 as set forth in the Amendment to Declaration of Day Beacon #9 Condominium recorded at book 1953, page 297 of the Beaufort County Register of Deeds.

4. Except as amended hereinabove and heretofore, the remaining portions of the Declaration as originally recorded are hereby restated and reacknowledged.

IN TESTIMONY WHEREOF, the Association has caused this instrument to be executed in their individual and corporate names as of the day and year first above written.

**[Signature Page Follows]**

BK 2133PG628

CERTIFICATION OF VALIDITY  
OF AMENDMENT TO DECLARATION OF DAY BEACON #9

By authority of its Board of Directors, the undersigned officers of the Day Beacon #9 Condominium Homeowners' Association, Inc., hereby certify that the foregoing instrument has been duly adopted and approved by the requisite percentage of Owners of Units in Day Beacon #9 and is, therefore, a valid amendment to the existing Declaration of Day Beacon #9.

DAY BEACON #9 CONDOMINIUM HOMEOWNERS' ASSOCIATION, INC.

By: Carolyn V. Furlough  
President

ATTEST:

Juanne DeParis  
Secretary

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

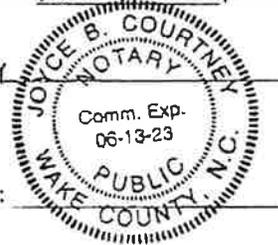
ACKNOWLEDGMENT

I, Joyce B Courtney, a Notary Public of the County and State aforesaid, certify that Carolyn V Furlough personally came before me this day and acknowledged that he/she is Secretary/Assistant Secretary of Day Beacon #9 Condominium Homeowners' Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by as its Secretary/Assistant Secretary.

Signature of Notary and official stamp or seal, this 24<sup>th</sup> day of MARCH, 2023.



Joyce B Courtney  
Notary Public  
Printed Name:



My commission expires:

Signature of Notary: Joyce B Courtney

4885-3327-2153, v. 1

Label Day Beacon HOA

3  
[Signature]

### **Rule/Regulation Attachment 3:**

#### **3a. Use of the Pavilion by Condo Owners**

1. The pavilion and grills at Day Beacon are for the exclusive use of Day Beacon owners, their guests, and marketing guests, unless the Board of Directors specifically authorizes outside use. If you wish to invite a few local residents, that is fine; but if you are inviting members of an organization or more than a few community people, you need permission of the board (see below).
2. Anyone using the area is expected to clean up completely, including cleaning the grills, if used, and returning any moved furniture to usual positions.

Any **pets** are subject to regular association rules regarding pets – specifically they should be kept on leash, and owners are responsible for clean-up. Dogs are not allowed at the pavilion during Happy Hour/food events unless they are service dogs. Provided there are no community events planned during the day, you may bring your dog to the pavilion from sun-up to 4 p.m. and after Happy Hour/food events have ended in the evening.

3. You may bring electronic media for music. Please be respectful of your neighbors regarding volume and time of use.
4. You may serve alcoholic beverages, but you may NOT charge for them. This is an Association insurance issue regarding alcohol. If you as host do not provide *any* alcoholic beverages, but you allow your guests to bring their own, you may optionally charge a fee for food or admission.

#### **3b. Use of the Pavilion by Outside Organizations or Special Functions**

1. Any use of the pavilion by organizations other than the Association requires the express approval of the Board of Directors and must include direct involvement by one or more condo owners. Please request permission as far in advance as possible.
2. If an organization has its own liability insurance, they need to add Day Beacon to their policy for the event.

**OWNERS' ASSOCIATION DISCLOSURE ADDENDUM**

**NOTE:** For when Residential Property and Owner's Association Disclosure Statement is not required (For example: New Construction, Vacant Lot/Land) or by agreement of the parties.

Property: 4206 DAY BEACON DRIVE, BELHAVEN, NC 27810

Buyer: \_\_\_\_\_

Seller: ROBERT S. WEAVER, GLORIA WEAVER

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Buyer and Seller for the Property.

For the purposes of this Addendum, "Development" means any planned community or condominium project, as defined by North Carolina law, which is subject to regulation and assessment by an owners' association.

Any representations made by Seller in this Addendum are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies relating to the Development, to the best of Seller's knowledge. Seller does not warrant the accuracy, completeness, or present applicability of any representation or documents provided by Seller, and Buyer is advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

1. Seller represents to Buyer that the Property is subject to the following owners' association(s) [insert N/A into any blank that does not apply]:

(specify name): DAY BEACON #9 CONDO ASSOCIATION whose regular assessments ("dues") are \$ 445.00 per MONTH. The name, address and telephone number of the president of the owners' association or the association manager are: STATON MARTIN 115 ELIZABETH DRIVE MANTEO NC 27954  
252-423-0501

Owners' association website address, if any: WWW.DAYBEACONOWNERS.ORG

(specify name): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager are: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

2. Seller represents to Buyer that the following services and amenities are paid for by the above owners' association(s) from the regular assessments ("dues"): (Check all that apply)

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Master Insurance Policy  | <input checked="" type="checkbox"/> Street Lights                         |
| <input checked="" type="checkbox"/> Real Property Taxes on the Common Areas  | <input type="checkbox"/> Water  |
| <input checked="" type="checkbox"/> Casualty/Liability Insurance on Common Areas   | <input type="checkbox"/> Sewer  |
| <input checked="" type="checkbox"/> Management Fees  | <input checked="" type="checkbox"/> Private Road Maintenance              |
| <input checked="" type="checkbox"/> Exterior Building Maintenance  | <input checked="" type="checkbox"/> Parking Area Maintenance              |
| <input checked="" type="checkbox"/> Exterior Yard/Landscaping Maintenance  | <input checked="" type="checkbox"/> Common Areas Maintenance              |
| <input checked="" type="checkbox"/> Trash Removal  | <input type="checkbox"/> Cable  |
| <input type="checkbox"/> Pest Treatment/Extermination  | <input type="checkbox"/> Internet service                                 |
| <input checked="" type="checkbox"/> Legal/Accounting   | <input checked="" type="checkbox"/> Storm Water Management/Drainage/Ponds |
| <input checked="" type="checkbox"/> Recreational Amenities (specify): <u>SWIMMING POOL, OUTDOOR PAVILION, WATER AND POWER TO DOCKS</u> | <input type="checkbox"/> Gate and/or Security                             |

Other (specify) ELEVATORS  
 Other (specify) \_\_\_\_\_



This form jointly approved by:  
North Carolina Bar Association's Real Property Section  
North Carolina Association of REALTORS®, Inc.

Buyer initials \_\_\_\_\_ Seller initials \_\_\_\_\_



STANDARD FORM 2A12-T  
Revised 7/2022  
© 7/2024

3. As of this date, there are no other dues, fees or Special Assessments payable by the Development's property owners, except:

**\$1000 TRANSFER FEE ON CONDO AND \$500 ON BOAT SLIP**

4. As of this date, there are no unsatisfied judgments against or pending lawsuits involving the Property, the Development and/or the owners' association, except: \_\_\_\_\_

5. The fees charged by the owners' association or management company in connection with the transfer of Property to a new owner (including but not limited to document preparation, move in/move out fees, preparation of insurance documents, statement of unpaid assessments, and transfer fees) are as follows: \_\_\_\_\_

6. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

The parties have read, understand and accept the terms of this Addendum as a part of the Contract.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

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

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

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

**ROBERT S. WEAVER**

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

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

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

**GLORIA WEAVER**

Entity Buyer: \_\_\_\_\_

Entity Seller: \_\_\_\_\_

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Print Name

Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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