

# **751 SOUTH COMMUNITY ASSOCIATION**

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## **RULES & REGULATIONS FOR COMMUNITY AMENITIES**

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**APPROVED & EFFECTIVE APRIL 2021**

### **COMMUNITY AMENITIES ACCESS**

Two (2) key fobs will be issued per place of residence within the Community. The purchase of additional lost or stolen key fobs shall be \$25.

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

### **LESSEE PRIVILEGES**

1. Owners who lease their residential unit(s) in the Community shall have the right to assign their usage rights to its Lessee(s).
2. A Lessee shall be entitled to the same rights and privileges to use the Community Amenities.
3. A Lessee must obtain their key fobs from the Owner or Rental Agent of the unit in which they reside.

### **GUEST PRIVILEGES**

1. A maximum of four (4) guests per household are permitted in the pool area. All guests must be accompanied by a Resident. Residents must remain with the guests for the entire duration of their visit to the pool.
2. Nannies or babysitters of a resident may accompany resident minors and are not considered guests.
3. A maximum of one (1) guest per household is permitted in the fitness center. All guests must be accompanied by a Resident. Residents must remain with the guests for the entire duration of their visit to the fitness center.

## **GENERAL COMMUNITY AMENITIES PROVISIONS**

1. The Board reserves the right to amend, modify, or remove, in part or in their entirety, these Community Facility Policies when determined necessary in its sole discretion.
2. All Residents must have their assigned key fobs upon utilizing Community Amenities.
3. Residents must present their key fobs upon request from Association or Managing Agent.
4. Children at or younger than the ages listed below must be accompanied by a parent or guardian 18 years of age or older, unless specifically stated elsewhere in these policies.
  - Age 12 – Swimming Pool
  - Age 16 – Fitness Center
5. All hours of operation for the Community Amenities, including holiday schedule, will be established and published by the Association.
6. Pets and other animals are prohibited from entrance into pool, pool deck, playgrounds, community garden, clubhouse and fitness center. Dogs must be leashed whenever being walked in all other common areas of community.
7. Where services animals are permitted, they must be leashed.
8. Residents are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
9. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns or in any way that blocks the normal flow of traffic.
10. Fireworks of any kind are not permitted anywhere on the Community Amenities or adjacent areas, unless for an Association-approved event.
11. Only individuals specifically authorized by Association are allowed in the service areas of the Community Amenities.
12. Smoking and/or vaping is not permitted anywhere in the Community Amenities.
13. All lost or stolen key fobs should be reported immediately to Managing Agent. Otherwise, activities associated with access using the stolen or lost key fob will be the responsibility of the assigned Resident.
14. Violation of the Community Facility Policies may result in the suspension or termination of usage privileges for Community Amenities in accordance with Association procedures outlined in herein and N.C.G.S. §47F-3-107.1.
15. Residents and their Guests shall refrain from abusive and/or disruptive behavior in the Common Area and Community Amenities. Abusive or disruptive behavior includes, but is not limited to, failure to comply with requests of Managing Agent, the use of profanity, derogatory comments, harassment, threats, yelling, or physical gestures, towards other Residents or Management.
16. The use of off-road motorcycles, all-terrain vehicles, mini-bikes or other similar recreational off-road vehicles shall not be permitted within 751 South. Except for authorized maintenance vehicles, motorized vehicles are not allowed on any sidewalk within 751 South Community Association.
17. Firearms or any other weapons are not permitted in any of the Community Amenities or common areas of 751 South Community Association.

18. Trespassing is prohibited in any of the Community Amenities after the posted use hours.
19. All trespassers will be reported to the local authorities.
20. Loitering is not permitted at any Community Amenities or common areas, including attempts to linger around or to gain access to an area outside of the established schedule.
21. All Residents shall abide by and comply with any and all Federal, State, Local laws and ordinances and Community Facility Policies while present at or utilizing the Community Amenities and shall ensure that any minor for whom they are responsible also complies with the same.
22. The Association shall have the ability to close any portion of the Community Amenities in its entirety, for any necessary health or safety precautions. (i.e. Thunderstorms, Fecal Accidents, etc.)
23. Non-Association approved signage shall be restricted on Community Amenities (e.g. Garage Sale, Open House, etc.).
24. Managing Agent and/or the Board shall have full authority to enforce these policies.

### **GENERAL COMMUNITY AMENITIES USAGE POLICY**

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

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

***Emergencies:*** After contacting 911 if required, all emergencies and injuries must be reported to the office of the Managing Agent 910-295-3791

***Persons using the Community Amenities do so at their own risk. The Managing Agent and 751 South Community Association are not present to provide supervision, personal training, exercise consultation or athletic instruction to Residents or Guests. Persons interested in using the Community Amenities are encouraged to consult with a physician prior to commencing a fitness program or other activity.***

## **SWIMMING POOL POLICY**

The pool and pool deck areas of the swim facilities are not available for private rental and shall remain open to other Residents and Guests during normal operating hours. SWIM AT YOUR OWN RISK.

**POOL SEASON: FIRST SATURDAY IN MAY THROUGH LAST SUNDAY IN SEPTEMBER**  
**2021 Pool Season Open Date TBD**

### **GENERAL HOURS OF POOL OPERATION:**

|          |              |
|----------|--------------|
| MAY      | 7 AM TO 8 PM |
| JUNE-AUG | 6 AM TO 9 PM |
| SEP      | 7 AM TO 8 PM |

1. Days and hours of operation are subject to change without notice and will be posted in a conspicuous location within the Community Amenities.
2. Swimming is permitted only during designated hours, as posted. This pool is not rated for night swimming. **Swimming after dusk is prohibited** by the North Carolina Department of Environmental Health and Natural Resources.
3. The swimming pools may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
4. Any person accessing the pool outside of posted swimming hours may be suspended from using Community Amenities.

### **POOL RULES AND REGULATIONS**

1. No food, drinks, glass or animals allowed in the pool.
2. All Residents must use their assigned key fob to enter the pool area.
3. Children under 12 years of age must be accompanied by a parent or responsible individual over 18 years of age at all times.
4. Proper swim attire must be worn in the pool. No denim or cut off shorts permitted in the pool.
5. Personal visual or audio devices are not permitted unless they are utilized with headphones.
6. Residents and Guests shall swim at your own risk while adhering to swimming pool rules.
7. Showering is required before entering the pools.
8. Glass containers are prohibited in the pool area.
9. No jumping, pushing, running, or other horseplay is allowed in the pool or on the pool deck.
10. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper. Failure to comply with this regulation may result in the Resident being liable for any costs incurred in treating and reopening the pool.
11. No diving is allowed.
12. The changing of diapers or clothes is not allowed on the pool deck; please utilize restrooms and/or appropriate changing areas.
13. No one shall introduce unauthorized chemicals, substances or soaps within the pool(s). Failure to comply with this regulation could result in the Resident being liable for any costs incurred in treating and reopening the pool.
14. Pool entrances must be kept clear at all times; obstructing steps, ladders, gates, fences or railings is prohibited.
15. Pool furniture is not to be removed from the pool area.
16. Loud, profane, or abusive language is prohibited.

17. Physical or verbal abuse is prohibited.
18. The Association is not responsible for any effects that the appropriate chemicals within the pool may cause; swim at your own risk.
19. Pets, bicycles, skateboards, roller blades, and scooters are not permitted on the pool deck or inside the pool gates.

**FECES POLICY FOR ALL SWIMMING AND WADING POOLS**

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

**AMERICANS with DISABILITIES ACT (ADA) CHAIR LIFT USAGE POLICY**

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

**AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY**

1. Aquatic toys and recreational floatation equipment are not permitted in the pool.
2. Prohibited items include, but are not limited to, rafts, scuba gear, swim fins, balls, Frisbees, inflatable objects, or other similar items. Exceptions are Coast Guard approved personal floatation devices.

## **MEETING ROOM POLICIES**

**The community room is located adjacent to the pool and is available for rental by residents for a fee of \$150.00. The facility is also available for Association events, clubs, and groups with prior approval of the Board of Directors. The Rental Agreement is available at [www.casnc.com](http://www.casnc.com)**

### **Basic Information Regarding Meeting Room:**

- Site Address is 1003 Newpoint Drive, Durham, NC 27713
- The Occupancy Limit for the Facility is 85 persons
- There are 50 folding chairs and 10 folding tables in storage room, in addition to furniture placed in room
- There is a professional grade warming oven and refrigerator in the catering kitchen.
- Use of the pool is not included with the rental of the meeting room.
- Wet clothing from pool area is not permitted in the meeting room.
- Resident who rents the clubhouse must remain for the duration of the event.

## **FITNESS CENTER POLICIES**

1. The Fitness Center is unattended. Persons using the Fitness Center do so at their own risk.
2. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program or physical activity.
3. All Residents using the Fitness Center are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all Community Facility Policies.
4. Violation of the Community Facility Policies and misuse or destruction of the Fitness Center equipment may result in the suspension or termination of usage rights and privileges.
5. The Association may pursue further legal action and restitution in regards to destruction of Community Amenities' property or equipment.
6. **Hours:** The Fitness Center is open for use by Residents 24 hours a day.
7. **Emergencies:** Call 911 if immediate medical attention is necessary. All emergencies and injuries must be reported to the Managing Agent at 910-295-3791
8. **Eligible Users:** Residents and Guests, 16 years of age and older, are permitted to use the Fitness Center during designated operating hours.
9. Residents and Guests must provide proof of age upon request by Managing Agent or Amenity Committee Member during use or attempted access of the Fitness Center.
10. **Food and Beverage:** Food is not permitted within the Fitness Center.
  - a. Water is permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.
  - b. Alcoholic beverages are not permitted.
11. **Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Center.
  - a. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweat suits (no swimsuits).
12. **General Policies:**
  - a. Each Resident is responsible for wiping off fitness equipment after use.
  - b. Use of personal trainers is prohibited in the Fitness Center unless preapproved in writing by Association.
  - c. Hand chalk is prohibited in the Fitness Center.
  - d. Radios, tape players, and CD players are prohibited unless they are personal units, equipped with headphones.
  - e. Weights or other fitness equipment may not be removed from the Fitness Center.
  - f. Please return weights to their proper location after use.
  - g. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
  - h. No throwing objects against any wall or surface.

### **RENTAL OF DESIGNATED COMMUNITY AMENITIES**

Please refer to [www.casnc.com](http://www.casnc.com) to obtain a copy of the Rental Agreement and policies for the kitchen and meeting area facilities in the clubhouse..

### **POND/STORMWATER CONTROL MEASURE POLICY**

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

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

### **SUSPENSION AND TERMINATION OF PRIVILEGES**

1. Privileges at the Community Amenities shall be subject to suspension or termination if a Resident/Guest:
  - a) Submits false information on the acknowledgement form in order to obtain a key fob.
  - b) Permits unauthorized use of a key fob..
  - c) Exhibits unsatisfactory behavior, as determined by the Association.
  - d) Fails to abide by the Rules and Policies established for the use of Community Amenities.
  - e) Treats the contractor, personnel or employees of the Association in an unreasonable or abusive manner.
    - i. Examples include, but are not limited to the use of profanity, verbal and physical assault, or the threat of verbal or physical assault.
  - f) Engages in conduct that is improper or likely to endanger the welfare, safety, or reputation of the Association, Residents and/or Management.
  - g) Other violations of these rules, the Declaration or other governing documents of the Association.
2. Association and/or Managing Agent may at any time enlist the local authorities to impose immediate action when such action is necessary to protect the health, safety, and welfare of other Residents and/or their Guests, to prevent unauthorized use of the Community Amenities, or to protect the Community Amenities from damage.
3. The Association shall send written notice of a violation to the Resident responsible for the Resident or Guest, whether adult or minor. Violations that may involve the safety of others, or the protection of Community Amenities, may result in a hearing notice upon the first offense. Residents shall follow the provisions in said notice to respond to the violation or hearing notice, including any request for appeal (if allowed). Violation escalation may result in suspension of privileges to use Community Amenities and reimbursement for any damage sustained. Fines may be assessed for any future violations. Legal remedies will be pursued where necessary. Except in the cases of an emergency, prior to a fine being levied or suspension from the Community Amenities, a hearing will be held before the Board pursuant to N.C.G.S. §47F-3-107.1.

## **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

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

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

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

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

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

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

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

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

## **INDEMNIFICATION**

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

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

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



P.O Box 83 Pinehurst, NC 28370  
Tel: 910-295-3791 Fax: 910-295-0182  
Email: forms@casnc.com Web: www.casnc.com

## 751 South Community Association

### AMENITY ACCESS FOB REQUEST FORM

Only TWO pool keys will be issued per household. You must review the rules and regulations for community amenities, complete and sign this form, and submit payment in order to receive amenity access fobs. Please remember that as the owner of record, you are the party ultimately responsible for your family, guests and tenants at all times.

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

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Unit Address \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

I did not receive a fob(s) at closing, and I am requesting: \_\_\_\_\_ **\$25.00 per fob.**

I did receive fob(s) at closing but have since lost it and would like a replacement: \_\_\_\_\_ **\$25.00 per fob.**

Will this fob be used by a tenant/renter of your home? \_\_\_\_\_ YES \_\_\_\_\_ NO

**Note:** The check covering the key cost must come from the owner of record. Likewise, keys will only be mailed out to those owners of record.

Please make your check payable to “751 South Community Association” and mail to:

751 SOUTH COMMUNITY ASSOCIATION  
C/O CAS, INC.  
P.O. BOX 83  
PINEHURST, NORTH CAROLINA 28370

I hereby acknowledge the receipt of the 751 SOUTH COMMUNITY ASSOCIATION, INC. Community Facility Policies and agree to abide by the terms and conditions contained therein and by such future terms and conditions as may be approved by the 751 SOUTH COMMUNITY ASSOCIATION Board. I specifically acknowledge the indemnification and defense responsibilities set forth herein for claims against the Association arising out of, or in connection with, my use of the Common Area, Community Amenities, including without limitation the pool, fitness center, community room and open space. **NON-RESIDENT OWNERS ARE RESPONSIBLE FOR ENSURING THAT THEIR TENANTS RECEIVE A COPY OF THIS DOCUMENT AND THAT THEIR TENANTS ABIDE BY THE TERMS OF THIS DOCUMENT.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

If you have any questions or concerns, please feel free to email [forms@casnc.com](mailto:forms@casnc.com)  
or call 910-295-3791