

Prepared by and Return to:  
Robert B. Hobbs, Jr., Attorney  
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Post Office Box 310  
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NORTH CAROLINA  
DARE COUNTY

**HATTERAS PINES  
AND  
HATTERAS PINES WEST**

**AMENDMENT TO MASTER DECLARATION OF  
COVENANTS CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT TO THE MASTER DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS, made and declared on September 1, 1995  
by HATTERAS INVESTOR LIMITED PARTNERSHIP, a Virginia Limited Partnership  
(hereinafter the "Declarant").

**WITNESSETH:**

WHEREAS, Buxton Woods Partnership filed for record in the Dare County Registry on  
August 16, 1989 in Book 641, Page 435 a Master Declaration of Covenants, Conditions and  
Restrictions for Hatteras Pines Subdivision (the "Master Declaration") as shown on plats filed in  
Plat Cabinet C, Slides 90A, 90B, and 146B; and

WHEREAS, after conveying deeds to a number of lots in Hatteras Pines subdivision,  
Buxton Woods Partnership conveyed to Declarant all of the remaining unsold lots in Hatteras  
Pines subdivision, along with all platted streets, common areas, easements, and other  
appurtenances to Hatteras Pines subdivision by deed dated January 6, 1995 and filed in Book 978,  
Page 561, Dare County Registry; and

WHEREAS, by the same 1995 deed filed in Book 978, Page 561, Buxton Woods  
Partnership conveyed to Declarant all of the property, including platted lots, streets, and  
easements shown on the plats of Hatteras Pines West filed in Plat Cabinet C, Slides 90C and  
90D, Dare County Registry; and

WHEREAS, by virtue of the dissolution of Buxton Woods Partnership and the position  
of Declarant as recipient of all of Buxton Woods Partnership's rights as Declarant of both  
Hatteras Pines and Hatteras Pines West under the 1995 deed filed in Book 978, Page 561 and  
related agreements of the general partners of Buxton Woods Partnership, Declarant is now the

successor to Buxton Woods Partnership as the Declarant of Hatteras Pines and Hatteras Pines West; and

WHEREAS, Declarant by virtue of Article 13, Section A of the Master Declaration, has the right and authority to amend, modify, or vacate the Master Declaration from time to time in the sole discretion of the Declarant without the consent of the Association or owners; and

WHEREAS, Declarant is the fee simple owner of Hatteras Pines West Subdivision that certain tract of parcel of land located in Hatteras Township, Dare County, North Carolina, as shown on plats recorded in Plat Cabinet C, Slides 90C and 90D in the Office of the Register of Deeds of Dare County, North Carolina; and

WHEREAS, Declarant has decided to develop Hatteras Pines West as shown on the aforesaid plats, in accordance with the general scheme and plan of development for Hatteras Pines Subdivision (except as stated herein) and to extend membership rights, duties, privileges and responsibilities in Hatteras Pines Homeowners Association Inc., (the "Association") to all owners in Hatteras Pines West; and

WHEREAS, Declarant intends to develop Hatteras Pines West according to a common scheme such that the restrictions herein imposed shall inure to the benefit of each purchaser of Building Areas as shown on the said plat, to ensure the best use and most appropriate development of Building Areas to protect against improper uses of surrounding Building Areas which would depreciate the value of their property, to preserve the natural beauty of the property, to guard against the erection of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to ensure the highest reasonable development of said property, to encourage and secure the harmonious improvement of Building Areas to secure and maintain property setbacks from property lines and to maintain adequate open space between structures; and to preserve as fully as possible, the natural beauty of the subdivision; and

WHEREAS, the Declarant desires to impose additional covenants and restrictions upon the Building Areas in Hatteras Pines West Subdivision as hereinafter provided.

NOW, THEREFORE, the Declarant, its successors and assigns, does hereby declare and make known that the Master Declaration of Covenants Conditions and Restrictions set forth in Book 641, Page 435 upon all Cluster Lots (and all subsequently platted Building Areas which are or will be created within such Cluster Lots) as shown and delineated on the maps or plats of

Hatteras Pines West filed in Plat Cabinet C, Slides 90C and 90D, in the Dare County Registry. In addition to the covenants set forth below, all of which shall run with the land as shown on the map or plat thereof and shall be binding upon the Declarant, its successors, grantees and assigns, and upon all subsequent owners of Building Areas as shown on the aforesaid plat, claiming by and through Declarant.

#### ARTICLE I DEFINITIONS

A. The following additional or modified definitions are hereby added to the Master Declaration:

1. "Building Area" shall consist of all of the area within the building footprint of each Cluster Home. In addition, an easement area extending outward therefrom 12 inches in all directions from the footprint shall be available in the event of a minor building overhang or encroachment. For the purposes of this Article, the word "Lot" as it is used in the Master Declaration recorded in Deed Book 641, Page 435 and subsequently recorded amendments in the Dare County Registry shall include the term "Building Area".

2. "Cluster Home" shall mean the single family detached dwelling located within the Building Area, including any utility or cable systems connected thereto.

3. "Cluster Lot" means a platted lot containing at least 160,000 square feet which may be developed with a maximum of four (4) Cluster Homes per Cluster Lot, provided that the Cluster Homes and any associated land clearing activities are remote from any wetland, swale or pond, and that all such associated land clearing activities on the Cluster Lot do not exceed twenty percent (20%) (more or less) of the total area of the Cluster Lot. The location of the Cluster Homes and any associated driveways must be shown on a subsequently prepared plat recorded in the Dare County Registry before or at the same time as a deed for a Building Area may be conveyed by the Declarant.

4. "Common Areas" as used in the Master Declaration and this Amendment shall include all portions (including driveways) of Cluster Lots not occupied by a Building Area, or by the footprint of a Cluster Home, or by a Limited Common Area.

5. "Declarant" shall mean Hatteras Investor Limited Partnership, its successors and assigns.

6. "Limited Common Areas" are those areas not deeded to Owners of Building Areas but which are reserved for the exclusive use or benefit of one or more specific Building Area owners.

7. "Lot" as used in the Master Declaration and this Amendment shall also include each and every Building Area subsequently developed on Cluster Lots within Hatteras Pines West. Therefore, while a "Cluster Lot" shall not be considered a "Lot" for purposes of the Master Declaration and this Amendment, each Cluster Lot shall include up to four "Lots" (Building Areas) for purposes of the Master Declaration and this Amendment.

8. "Turnover" means the transfer by deed from the Declarant to the Association of all of the Common Areas, private streets, Limited Common Areas, and other common amenities. As discussed herein, the date of Turnover for Hatteras Pines shall occur prior to the date of Turnover for Hatteras Pines West. At Turnover for either Hatteras Pines or Hatteras Pines West, Declarant shall also transfer to the Association all of its rights under the Master Declaration and this Amendments to approvals, except such rights that Declarant has expressly stated shall continue to be reserved unto Declarant after Turnover.

#### ARTICLE 5 ASSESSMENTS, LIABILITY, LIEN AND ENFORCEMENT

Section K is modified to read as follows:

K. Until January 1, 1996, Declarant shall maintain at its expense the Common Area of Hatteras Pines, including the private streets in Hatteras Pines, the swimming pool, the clubhouse, and tennis court. On or before January 2, 1996, Declarant shall deed all of the Common Area in Hatteras Pines, all of the private streets in Hatteras Pines, the swimming pool, the clubhouse, and the tennis court to the Association for no consideration, by a general warranty deed, free of any and all liens and encumbrances except any standard utility easements and the Master Declaration.

A new Section L shall be added to Article 5 which shall read as follows:

L. As of the date of this Amendment, Hatteras Pines West is still in development and not all of the Building Areas on the Cluster Lots in Hatteras Pines West have been platted. Thus it is not possible at this time to identify with specificity which portions of the Cluster Lots will be deeded to purchasers and which portions will be retained by the Declarant and later deeded

to the Association. Therefore, upon the recordation of plats for all Building Areas on all Cluster Lots in Hatteras Pines West, and upon the sale of seventy-five percent (75%) of the said platted Building Areas in Hatteras Pines West, Declarant shall deed all of the Common Areas in Hatteras Pines West, the private streets in Hatteras Pines West, and the Limited Common Areas in Hatteras Pines West to the Association for no consideration, by a general warranty deed, free of any and all liens and encumbrances except any standard utility easements and the Master Declaration.

A new Section M shall be added to Article 5 which shall read as follows:

M. Notwithstanding anything in the Master Declaration or Bylaws to the contrary, Declarant shall have the right to elect and appoint one (1) member of the five-member Board of Directors of the Association. This right shall continue after Declarant deeds to the Association all of the Common Areas, private streets, and Limited Common Areas in Hatteras Pines and Hatteras Pines West.

#### ARTICLE 7 EASEMENTS AND PROPERTY RIGHTS

A new Section H shall be added to Article 7 which shall read as follows:

H. Declarant reserves the exclusive right to designate new access easements and other easements over and across all unsold original inventory lots in Hatteras Pines as long as Declarant continues to own such lot or lots. Declarant shall have the exclusive right to replat such lot or lots to show the new easements if necessary. The purpose for this provision is to allow Declarant the right to create new but necessary methods of access to certain unsold lots in order to prevent the disturbance of existing wetlands and other unique terrain conditions and environmental features of the subdivision, which would otherwise be harmed and disturbed by the use of the existing platted accesses to such lots. No approvals of these new access easements and other easements by the Association or by the Architectural Standards Committee shall be required. All such new easements shall be located wholly within existing platted unsold lots in Hatteras Pines currently owned by Declarant.

ARTICLE 8  
ARCHITECTURAL STANDARDS AND ARCHITECTURAL STANDARDS COMMITTEE

Section D is modified to read as follows:

D. Submission of Plans for Review.

1. Declarant and/or the Committee shall have 45 days from receipt of the plans to review and approve the plans submitted. For purposes of beginning the 45 day period, the date of actual receipt of the plans by the Declarant and/or the Committee shall control. A review fee of \$50.00 shall accompany each original submission of plans to be reviewed. The Declarant and/or the Committee shall have the sole discretion to change the amount of this review fee at any time without prior notice to the membership. This fee shall be nonrefundable if the Declarant or Committee advises the owner within 45 days that the plans are approved.

2. In the event the Declarant and/or the Committee does not respond to the owner within the 45 day period, the plans submitted shall be deemed to be not approved and the review fee shall be refunded to the owner. If the owner in this case desires to resubmit the plans for review (the submission will be treated as a new submission and not a resubmission and hence the 45 day period for review shall apply) the owner shall once again pay the nonrefundable review fee if the previously paid review fee has already been refunded to the owner.

3. In the event the Declarant and/or Committee notify the owner within the 45 day period of a disapproval of the submitted plans, the review fee shall not be refunded. In the event of the owner being notified with the 45 day period of disapproval of the plans, the owner may resubmit the plans with the modifications suggested by the Declarant and/or the Committee. There shall be no additional review fee upon such resubmission in this case. The Declarant and/or the Committee shall have 30 days to review the modified plans and the plans shall be deemed as approved unless the Declarant and/or Committee notifies the owner otherwise within such 30 day period.

4. On all communications to owners by the Declarant and/or the Committee regarding approval or disapproval of plans, the effective date of notice given to the owner is the date of mailing by Declarant and/or the Committee if such notice is mailed.

5. The decision of the Declarant and/or the Committee regarding any submission or resubmission of plans for approval shall be final and not subject to appeal, review

or arbitration provided that the Declarant and/or the Committee have complied with the guidelines stated in this section.

ARTICLE 17  
NOTICES — DECLARANT AND/OR ASSOCIATION

The first paragraph of this Article is modified to read as follows:

All notices, applications or other documents required by this Master Declaration shall be to the Declarant at the following address: 201 North Hamilton Street, Richmond, Virginia 23221, unless written notice is given otherwise by the Declarant to the lot owners.

ARTICLE 18 [NEW]  
CLUSTER LOT COVENANTS FOR HATTERAS PINES WEST

A. Introduction. The covenants set forth herein are in addition to and supplement the general subdivision covenants of Hatteras Pines Subdivision, which recorded covenants are referred to above and incorporated herein by reference, and under which there is imposed the obligations and the same benefits provided to the Building Areas and Cluster Lots of Hatteras Pines West as inures to the other owners within the Hatteras Pines Subdivision. Any conflicts between this Article 18, and the other subdivision covenants as set forth in the Master Declaration shall be resolved and controlled by the covenants in this Article 18. The owners of Building Areas in Hatteras Pines West shall be members of the Hatteras Pines Homeowners Association, Inc. (the "Association"), and shall be subject to (1) the bylaws and rules of the Association, and (2) the payment of assessments, charges and liens as provided in the Master Declaration as well as this Amendment.

B. Location of Building Areas. Declarant shall have the exclusive and unilateral control over the location and placement of Building Areas on the Cluster Lots, subject only to approval by Dare County. No approval of such locations shall be required from the Association or the Hatteras Pines Architectural Standards Committee.

C. Permitted Structures.

1. No Cluster Home or structure shall be erected or constructed on a Building Area except those Cluster Homes or structures built utilizing the plans and specifications approved by and on file with the Declarant and Hatteras Pines Architectural Standards Committee

and their successors and assigns (hereinafter the "ASC"). In order to maintain harmony and compatibility of the structures, Declarant and ASC approval shall be required for exterior colors, materials, as well as the design and location of unheated decks and porches. Cluster Homes shall have not less than 1,400 square feet of enclosed heated area exclusive of garages, decks, porches and walkways.

2. Each Cluster Home or structure shall be constructed within the Building Area. The orientation of the building or structure within the Building Area shall be determined by the Declarant and the ASC.

3. Signage.

a. No "For Sale" and "For Rent" signs shall be located on a Cluster Lot or upon the exterior of any improvements thereon. One "For Sale" sign and one "For Rent" sign or notice conforming to the size and format approved by the Declarant and the ASC may be located at the location within Hatteras Pines West designated and established by the Declarant and the ASC for such signage. A structure utilized and designated for the display of "For Sale" and "For Rent" notices or signs may be maintained by the Declarant or the Association, and the cost of maintenance and repair shall be included in the budget of the Association to be assessed against and collected from the owners of Building Areas in Hatteras Pines West as provided herein for levying and collection of assessments.

b. Each Cluster Home built or located on a Building Area shall have a house identification number. Declarant and the ASC shall approve the size, style and color of such sign. The house identification number shall be placed and maintained at the location within the Building Area designated by the Declarant and the ASC, and the location shall be likewise designated on the building plans approved by and on file with the Declarant and with the ASC.

D. Setbacks and Building Lines. No Cluster Home or structure shall be placed, erected, or maintained on any Building Area closer than twenty (20) feet from the Building Area of an adjoining Cluster Home or structure, and no closer to any subdivision street than the setbacks set forth on the recorded plat of Hatteras Pines West. The other setback requirements of Article 9, Section C of the Master Declaration shall not apply to Building Areas in Hatteras Pines West.



E. Easements for Utilities and Drainage; Vegetation.

1. The Declarant hereby reserves unto itself, its successors and assigns, and unto the Association, its successors and assigns, easements for utilities, cable services, and drainage of ten (10) feet in width along the street rights of way, and within the easement areas shown on the plat of Hatteras Pines West. The Declarant further reserves the right to create and impose additional easements for utilities, cable services and drainage over and across all of the Common Areas and Limited Common Areas as may be necessary to provide such services or facilities for owners in Hatteras Pines West. The easement reserved shall include the right to alter the space and contour of the surface of the ground within the easement and to enter upon the easement for the purpose of maintaining or repairing the drainage system and utilities. The drainage easement shall be kept open and maintained in such a manner as to allow the drainage of surface water from the streets of Hatteras Pines West. No trees, shrubs, or bushes shall be planted within the drainage easements.

2. Each Building Area owner shall landscape any assigned Limited Common Area around the Owner's Building Area in accordance with the landscaping plans and standards on file with the Declarant and the ASC.

F. Common Areas.

1. Notwithstanding anything the contrary as set forth in the Master Declaration, the land designated as Common Areas within Hatteras Pines West shall remain for the perpetual benefit of all owners in Hatteras Pines and Hatteras Pines West, and their families and guests. A non-exclusive easement is hereby granted to each and every owner, his or her family and guests, to pass over and enjoy the Common Areas within Hatteras Pines West subject to the rules and regulations of the Association and these covenants. The Association shall have the right to establish reasonable rules and regulations for the use and enjoyment of the Common Areas. The Association shall not adopt a rule or regulation which restricts or prohibits the use of streets, pedestrian easements, and other ways of access, ingress or egress over, across, and upon the Common Areas within Hatteras Pines West by other property owners in Hatteras Pines.

2. The Common Areas within Hatteras Pines West not designated for streets, access, ingress or egress, shall be maintained and used exclusively for recreational purposes for Hatteras Pines and Hatteras Pines West owners, together with any additional specific purposes

set forth herein or designated on the recorded plats of Hatteras Pines West. Notwithstanding the foregoing, however:

a. Prior to the time Declarant is required to deed to the Association the Common Areas and Limited Common Areas in Hatteras Pines West, Declarant shall have the exclusive right to create common use recreational improvements to the Common Areas in Hatteras Pines West, including but not limited to walking trails and nature trails. No approval for such improvements shall be required from the Association or the ASC.

b. After Turnover of the Common Areas in Hatteras Pines West to the Association, and upon the affirmative vote of the owners of three-fourths of the Building Areas, and upon approval by the Association, the uses of the Common Areas in Hatteras Pines West may be changed and accessory use structures or facilities may be located or constructed thereon.

3. In its discretion, the Association shall have the right (but not the obligation) on behalf of all Cluster Home owners to contract for landscaping maintenance and/or mowing services for all of the Common Areas within Hatteras Pines West which are not subject to exclusive easements granted to a Building Area owner. The cost of the landscaping maintenance and mowing services shall be divided equally among all of the Building Area owners of Hatteras Pines West and assessed, collected, and liens levied therefor by the Association, all pursuant to the procedures set forth in this Amendment and the Master Declaration.

G. Limited Common Areas. Limited Common Areas shall consist of those areas shown and designated on the recorded plats of the Building Areas. Each Limited Common Area shall be allocated exclusively to one or more owners of Building Areas. After such allocation the owner(s) to whom the Limited Common Area has been allocated is responsible for the maintenance of all improvements to the Limited Common Area, including but not limited to landscaping, driveways, parking pads or areas, well, and the septic tank, drain field, and associated pipes and lines. The said Limited Common Areas are reserved for the exclusive use and benefit of the Building Area owner(s) connected to or served by said Limited Common Areas. An easement is reserved to the Declarant and the Association for the purpose of entering upon the Limited Common Area to perform maintenance if the particular Building Area Owner(s) fails to do so, and for other reasonable purposes. If such maintenance must be performed by the Declarant or the Association due to the particular Building Area owner's failure to do so after

notice by the Declarant or the Association, such Building Area owner shall pay to the Declarant or Association as the case may be the cost of maintaining, repairing or replacing the same.

H. Road Maintenance. The subdivision streets shown on the plat of Hatteras Pines West are private streets and shall be maintained by the Declarant until Turnover and after Turnover by the Association. The costs of maintaining and repairing the streets shall be included in each annual assessment (or any special assessment imposed by the Board of Directors of the Association) as provided by the Master Declaration and this Amendment. The title to the streets will be conveyed by the Declarant to the Association or appropriate non-profit corporation or association as provided in Article 5, Section L of this Amendment.

I. Association Annual Assessments. The annual assessment for owners in Hatteras Pines West shall be prorated at the closing and settlement of the sale by Declarant to a buyer of a Building Area in Hatteras Pines West. The amount of the annual assessment as well as any special assessments shall be established as provided by the Master Declaration and this amendment and in accordance with the Bylaws of the Association. The costs, expenses and fees incurred in the operation, maintenance or repair of the Common Areas shall be included in the annual or special assessments.

J. Building Area and Limited Common Area Maintenance and Repairs.

1. Each Building Area owner has the obligation and duty to keep the improvements to his or her Building Area in a good state of repair and maintenance, and to maintain the Limited Common Area allocated to the owner's Building Area in a clean and orderly condition free of rubbish, trash, litter and high weeds or high grass.

2. The Association shall have the right, but not the obligation, to effect repairs or maintenance to the exterior of any Building Area structure or a Limited Common Area deemed necessary by the ASC to bring the exterior of the structure or the Limited Common Area into conformity with the Hatteras Pines West architectural and landscaping standards adopted and amended from time to time by the Declarant and/or the ASC, and on file with the ASC.

3. If the owner does not effect the repairs or maintenance deemed necessary by the Association within the time period specified in the written notice thereof or, in no event, less than sixty (60) days of the notice date, then the Association may effect the repairs or maintenance and assess the cost and expenses thereof as a special assessment levied against the Building Area

and the Building Area owners (including its allocated Limited Common Area) to which the repairs and/or maintenance was effected. The amount of the special assessment shall be collected by the Association as for general assessments and a lien shall exist for the amount thereof, together with the costs of collection (including reasonable attorneys fees) from the date of the special assessment by the Association, and it shall be assessed, collected, and the lien therefor enforced pursuant to Article 5 of the Master Declaration and Amendments of record thereto.

K. Model Home. The Declarant shall have the right to construct and maintain a model home for the purpose of sales and for marketing unsold original inventory of Building Areas, whether improved or unimproved, in Hatteras Pines West. The model home authorized pursuant to this section may be used for the conduct of selling, leasing, renting, managing, constructing, or marketing of the original unsold inventory lots and Building Areas in Hatteras Pines and Hatteras Pines West.

IN WITNESS WHEREOF, Declarant has executed this Amendment to the Master Declaration of Covenants, Conditions and Restrictions, by and through its general partner, as the act of and by the authority of said limited partnership, the day and year first above written.

DECLARANT:

HATTERAS INVESTOR LIMITED  
PARTNERSHIP (SEAL)

BY: CHARLES J. BLAIR, M.D., INC.,  
General Partner

BY: Charles J. Blair  
President

(AFFIX CORPORATE SEAL)

ATTEST:

Melissa P. Vaughan  
Secretary

STATE OF Virginia  
COUNTY/CITY OF Henrico

I, Kenneth P. Henshaw, a Notary Public of the County/City of Henrico, and State aforesaid, certify that Melissa P. Vaughan personally came before me this day and acknowledged that s he is Secretary of Charles J. Blair, M.D., Inc., a Virginia Corporation, General Partner of Hatteras Investor Limited Partnership, a Virginia limited partnership, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by (him) (her) as its Secretary.

Witness my hand and official stamp or seal, this 1st day of September, 1995.



Kenneth P. Henshaw  
Notary Public

North Carolina  
Dare County

The foregoing certificate of Kenneth P. Henshaw  
a Notary Public of Comm. of Va.  
is certified to be correct. This instrument and this certificate are duly registered at the date and time in the Book and Page shown on the first page hereof.

DORRIS A. FRY, REGISTER OF DEEDS

By Vanzella M. Peterson Asst. Register of Deeds

HATTERAS PINES HOMEOWNER'S ASSOCIATION  
GUIDELINES AND REGULATIONS  
RECREATION FACILITY

Hatteras Pines Homeowner's Association recreation area is a community facility for use by property owners of record, spouses, and children. Each member should strive to respect the rights and privileges of others. These rules do not attempt to instruct our members in matters of normal and respectable conduct, but are intended to secure the maximum safety and enjoyment of our facilities.

GENERAL GUIDELINES

1. All membership fees, annual dues and charges must be paid in full prior to using the facilities. Dues must be paid by July 1.
2. The entire facilities of the Association are under the direct supervision of the Association Recreation Committee and staff. These persons have been instructed to enforce all rules and regulations. They will recommend to the Board to suspend Association privileges to anyone who violates these rules or for conduct that is not in the best interest of the Association.
3. Members are expected to cooperate and abide by the Committee member's decision. Members are not permitted to interfere with or reprimand employees of the Association. If a difference of opinion should arise, members should advise the Committee in writing to Hatteras Pines Homeowner's Association, P. O. Box 728, Buxton, NC 27920, or call an Association Recreation Committee member.
4. The pool and facilities will be open from Memorial Day through Labor Day. All private swim instructions must be approved by the Board prior to the start of the swim season. The Recreation Committee shall set the fee per ½ hour and this will be approved by the Board and strictly enforced.
5. GUESTS: All guests must be accompanied by an Association member at all times. Members are responsible for the conduct of their guests and should advise them of our rules and regulations.
6. In order to maintain a harmonious relationship with our neighbors, members and guests will refrain from trespassing on the adjoining property at all times. Use only the entrances and foot paths that have been provided for entering the facilities.
7. Members are financially responsible for any repair or replacement of Association property made necessary because of willful destruction by a member or anyone in his family, or their guests.

8. The Association will not be responsible for any money or property losses sustained by members or their guests.
9. Possession or use of alcoholic beverages must be in a concealed container.
10. Pets are not allowed in the pool area of the Association's property.
11. Parents are requested to instruct their children and their guests' children in personal hygiene and instruct them to use the rest room facilities in the bath house.
12. Any child who is not potty trained must wear a diaper and plastic pants in order to enter either the wading pool or the main pool.
13. Children under 16 years of age must be accompanied by an adult member or responsible person at least 16 years old to whom the parent had delegated this responsibility while on Hatteras Pines property.
14. Only children under the age of 10 may use the wading pool and they must be accompanied by their parent or other responsible person to whom the parent has delegated this responsibility.
15. Running, pushing, dunking, rough play, bike riding, skateboarding, or skating is prohibited in the pool area.
16. The recreation facility is a family area and the use of profanity and/or nudity is strictly prohibited.
17. Children under 2 years of age are allowed in the main pool using infant floatation seats accompanied by an adult. Approved life jackets and water wings may be worn by children in the shallow end of the pool only, provided that the child is accompanied by an adult. Tire inner tubes are not allowed in the pool.
18. Snacks will be allowed in the pool enclosure but not at pool side. Cups, wrappers, and refuse must be placed in the trash containers provided. Tables and grounds must be left clean. No glass of any kind is permitted inside the pool enclosure.
19. Members and guests swim at their own risk. The association is not responsible for accidents or injuries.
20. Private pool parties may be scheduled Monday through Thursday (no holidays) for the exclusive use of a member. Please limit parties to 2 hours.
21. Park grills require cleaning after each usage by property owner.