



# CROSSWINDS

**Rules  
&  
Regulations**  
(Established 7/2016)

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# HANDBOOK FOR CROSSWINDS OF CUMBERLAND SECTION 4 HOMEOWNERS ASSOCIATION

**Introduction:** This handbook is provided for the use of the homeowners and tenants at Crosswinds of Cumberland Section 4. It contains many of the policies, rules, and regulations, as well as general information of value to all residents. The recorded documents prevail if they are in conflict with any information contained herein. We hope you do not find any errors, but if you do, please communicate with your Association Management Company.

In accordance with the Covenants, the Board of Directors of the Crosswinds of Cumberland Section 4 Homeowners Association, Inc. is empowered to establish additional rules and regulations as well as guidelines to fulfill the obligations of the Association. These rules, regulations, and guidelines have the same effect as the Covenants when officially adopted by the Board and may be enforced as provided by the law.

Therefore, the following Rules, Regulations, and Guidelines have been officially adopted to cover the entire regime known as Crosswinds of Cumberland Section 4. They are subject to review and change by the Board at any time. You will be notified of any changes. Your cooperation in adhering to these rules is appreciated.

# **Rules & Regulations For Crosswinds of Cumberland Section 4**

1. A 25 M.P.H. speed limit within the subdivision shall be adhered to by residents and guests.
2. Vehicles shall not be operated or parked on unpaved areas within the subdivision. No trailers, of any type may be parked closer to the front street than the rear corner of the house on the premises and must be within the yard setbacks.
3. No automobiles or motor vehicle may be dismantled on said property. No mechanically defective automobile or currently un-licensed automobile shall be placed or allowed to remain on said property for over ten (10) days. No junked cars shall be placed or allowed to remain on said property. These restrictions shall not apply if such vehicle is kept in an enclosed garage and out of sight from the street. Standard maintenance is permissible if completed within 24 hours.
4. No commercial trucks, with the exception of not more than one full sized commercial pick-up shall be permitted to be parked on the premises except in the course of delivery, pick up, or discharge of a specific commercial duty. Said commercial vehicle or recreational vehicles, including but not restricted to boats, campers, jet skis, ATVs, and the like, shall be stored at the rear of the residence, shall be within the yard set-backs, and screened from view of the street and other lots. No tractor-trailer trucks are to be parked or to stay overnight on the street, in the yard, or in the driveway except moving vans that are conducting business.
5. No trailer, tent, shack, garage, barn, outbuilding, or similar type temporary structure shall be placed, erected, or allowed to remain on any property without written consent of the Board of Directors. Nor shall any structure of temporary character be used as a residence temporarily, permanently, or otherwise.
6. All fence installations must be approved by the Board of Directors prior to installation. No fence shall be erected on any lot closer than the house's rear corner nearest the street. Chain link fences are permitted. Fences must be within the yard setbacks. All fences must be kept in good condition. Fences should not lean or be missing planks or panels.
7. No satellite dish, radio or television aerial or antenna in excess of 18 inches in diameter nor any other exterior electronic or electronic equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a building or lot or any other portion of any building or lot not occupied. Exceptions may be made to allow for satellites up to 24" with written consent of the Board prior to installation.

8. No signs other than a "For Sale" or "For Rent" sign shall be displayed on any lot. Signs shall be limited to one (1) sign per lot.
9. Signs, of any kind, cannot be taped to any painted pole or street light.
10. Only black metal break-away mailboxes may be constructed in the subdivision and must be maintained in working order. Any exceptions must be submitted for approval to Little & Young, Inc.
11. Each owner shall landscape and maintain his yard in a well-manicured style so as to enhance his own as well as his neighbors' homes and Lots. The grass of each Lot shall be kept at a reasonably short length, and all trees, shrubs, and bushes shall be properly pruned and all yards shall be kept free of weeds. If the yard is not maintained properly, the Association has the right to perform the required work and to bill the Lot owner for said work. The Association may obtain a lien against any Lot owner who fails to timely pay any bill for maintenance work done by the association.
12. No trash of any kind, whether household or yard debris, shall be placed or allowed to remain on any property, except in proper containers. Containers should only be placed by the street on the evening before the day trash is scheduled to be picked up. Each owner shall promptly remove the trash container from the street no later than the evening of the day trash was removed.
13. The responsibilities of each Lot owner shall include: To clean, maintain, keep in good order, repair and replace at his or her own expense all portions of his or her Lot and Dwelling Unit. Any repair, replacement, and maintenance work to be done by an Owner must comply with any Rules and Regulations of the Association including architectural control and visual harmony. In the event an owner neglects or otherwise refuses to maintain his or her house and other accoutrements in a state of repair consistent with the beauty and welfare of the remaining area, including, but not limited to power washing and/or painting the exterior, then in that event, the Board of Directors may authorize such maintenance, repairs or replacement, and the cost of such maintenance, repairs or replacements shall be the responsibility of that owner.
14. No furniture generally manufactured as interior furniture or for interior use shall be placed or allowed to remain outside as lawn furniture, nor shall such furniture be placed or allowed to remain outside of any heated space. Such furniture includes, but not limited to, upholstered furniture or bedding.
15. No basketball goal of any nature, whether stationary or portable, or regulation size or otherwise, shall be allowed in the street or public right-of-way. Basketball goals shall be allowed in owners' yards or driveway provided they are properly maintained in good repair or condition, both aesthetically and structurally, and they must have nets which look new or nearly new. Any permitted basketball goal is subject to approval and control by the Board of Directors.

16. Each Lot Owner covenants and agrees that he or she will control the noise level coming from any activities on the lot at a reasonable level. The Lot Owner shall not allow the noise level to become a nuisance or to otherwise interfere with adjoining Lot Owners' reasonable use of their Lots. The Lot Owner also covenants and agrees that no illegal, noxious, or offensive activity will be permitted or carried on which may be or may become a nuisance or source of embarrassment, discomfort, or annoyance to the neighborhood.
17. The maintenance, keeping, boarding, and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Lot, except the keeping of cats and dogs, which shall not exceed three (3) of each provided, however that such pets are not kept or maintained for commercial purposes for breeding and provided, further, than any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property.
18. No resident shall place any aluminum foil, plastic, or any reflective substance in any window, glass or door except those objects approved by the Board of Directors for energy conservation purposes. Where curtains other than white or off-white are hung, they must be lined or "under-draped" in white or off-white facing the exterior or have blinds of a neutral color in like-new condition. Bent, torn, or broken blinds should be replaced in a reasonable time frame.
19. Homeowners shall be responsible for the actions of any guests or tenants residing on their property. Homeowners shall inform tenants of the rules, regulations, and changes made by letter from time to time.
20. Any modification, building, fence, wall or other structure shall not be commenced, erected, replaced or maintained upon the properties, nor shall any exterior color, exterior addition to or change or alteration therein be made until the plans and specifications showing the color, nature, kind, shape, height, materials, and location of the same shall have been submitted to the association management company and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors. In the event that the Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and will be deemed in full compliance with this regulation.
21. All of these rules and regulations shall apply to all residents even if not specifically so stated in this handbook. The Board of Directors shall be permitted (but not required) to grant relief to one or more residents from specific rules and regulations upon written request and good cause shown, at the discretion of the Board.

22. Every resident shall comply with the rules and regulations as set forth in this handbook, and any rules and regulations that may be adopted or amended from time to time. Failure of a resident to comply shall be grounds for action that may include, without limitation, an action to recover sums due for maintenance, repair or replacement, fines imposed for infractions or both. The Board of Directors of the Association reserves the right to make additional rules and regulations as may be required. These additional rules and regulations shall be binding as all other rules and regulations previously adopted. For details of the Restrictive Covenants, please refer to the Association documents.

**Crosswinds of Cumberland Section 4**  
**Reporting Violations and Addressing the Board**

1. To report an emergency call 911.
2. To report a malfunction or request a high priority repair call Little and Young at 910-484-5400.
3. To report a violation of Rules or Covenants call Little and Young at 910-484-5400, option 4.
4. To request to add an item to the agenda of the next board meeting call Little and Young at 910-484-5400.
5. The board will allot five minutes to each resident who requests such time to address an agenda item to the board at the HOA meetings.
6. Notices of board meetings will occur in accordance with the By-laws of the Mariner's Pointe.
7. Owners and Residents should maintain even temperament and decorum during board meetings and the board may stop the meeting and /or move into a closed session if it is not maintained.
8. Individual property owners and residents have a right to privacy, and the status of violations, fines, liens and other business will not be shared outside the board members.