



## AMENITIES POLICIES AND PROCEDURES

Adopted by the Board of Directors on  
Date: 12 April 2022  
By: ///signed by Julie Poplin///  
President

The primary purpose of Chalk's Landing Amenity Areas is to provide opportunities to bring our community members together, enhance their quality of life and outdoor experiences in our neighborhood.

Questions and concerns can be directed to  
Email – [Board@ChalksLandingPOA.com](mailto:Board@ChalksLandingPOA.com) or  
Phone: 910-434-5540

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## 1. Policy for Use of POA Amenities

1.1. **PURPOSE:** The purpose of this policy is to ensure fair and consistent access to and use of the Chalk's Landing Property Owners Association (POA) amenities by all POA members. The POA prohibits discrimination based on color, race, religion, sex or gender identity, disability, familial status or national origin. These procedures ensure appropriate use and care of all amenities. The following common areas are defined as amenity areas for the purposes of this policy:

Chalk's Point  
Chalk's Point Pavilion  
Lake Access on Vista Lane  
Chalk's Preserve  
Easement areas on all roads  
Gates

1.2. **General Restrictions: Assumption of Risk:** POA members waive any and all claims for themselves and their guest(s) against Chalk's Landing POA Inc. for accident, injury, illness or damage which may occur directly or indirectly from the use of amenity areas. POA members and their guest(s) hereby, unconditionally and without reservation, assume legal liability and financial responsibility for damage(s) or loss(es) suffered by the Chalk's Landing POA, Inc. or any of its property and further promise to pay within 30 days any damages reasonably itemized and requested by Chalk's Landing POA or its management.

1.3. Use of the POA amenity areas is restricted to members of the POA and their guest(s). POA members agree that they will be in attendance, remain on site, and accept responsibility for the conduct of their guest(s). The POA member is responsible for the actions of anyone he/she invites onto POA property for the entire time they are on POA property.

1.4. Littering, open fires, or use of illegal drugs is prohibited on all POA amenity areas.

1.5. The following activities are authorized use of the amenity areas in this priority order:

1.5.1. POA/POA Board of Directors (for official POA and POA Board of Directors related business);

1.5.2. Official committees of the POA (for official POA committee related business)

1.5.3. Clubs of the POA (for POA club related business)

1.5.4. Members of the POA and their guest(s) on a first come basis.

1.6. See Attachments 1, 2 and 3 at the end of this document for scheduling events and the after-event checklist.

## **2. Rules and Conditions of Use**

2.1. Temperatures reach an average high in the 60s in March and November with warmer months in-between, so it is likely that people will be at/around Chalks Landing and the amenity areas should be available during those 9 months. With high temperatures in the 50s, the pavilion will be closed December through February unless there is a reservation.

2.2. Use of any POA amenity area for illegal activities is strictly prohibited. No obnoxious or offensive activity will be permitted and no such activity will be allowed which becomes a public or private nuisance. Shirt and shoes are required when in the pavilion area. No bicycles, skateboards, rollerblades, etc. are permitted in the pavilion area.

2.3. Use of the POA amenity areas for any commercial purpose is strictly prohibited, unless approved in advance by the Amenities Manager.

2.4. The POA member is responsible for the cleanup of the facility. Cleanup includes restoring the area to its original condition and includes parking areas. Any damage(s) to any POA amenity areas or equipment must be reported immediately to the Board of Directors by e-mail: Board@ChalksLandingPOA.com or by phone: 910-434-5540. All expenses for cleanup, repair or replacement of property resulting from a POA member's and guest(s) use and paid for by the POA will be billed to the POA member.

2.5. Legal use of alcoholic beverages is permitted. Sale of alcoholic beverages is prohibited.

2.6. No structure or vehicle of a temporary nature such as a trailer, tent, or food truck will be used on amenity areas without prior written approval by the Amenities Manager.

2.7. POA Members and their guest(s) will avoid offensive language and loud, disturbing or offensive noises anywhere on the amenity areas so as not to disturb others.

2.8. The discharging of firearms or fireworks is strictly prohibited.

2.9. No clotheslines or similar apparatus used for drying items is allowed on any amenity area.

2.10. No equipment or materials, except equipment owned by the POA, will remain in any of the POA amenity areas without the prior, written permission of the Amenities Manager.

2.11. If a POA member identifies a situation where repairs are necessary or inventory is missing, please notify the Amenities Manager.

## **3. Procedures for Use**

3.1. **In Case of Emergency:** It is the POA member's responsibility to call 911 in case of any emergency. For Chalk's Point, the address is 182 Watsons Way, for the Lake Access, the

location is between lots 185 and 186 on Vista Lane and for the Chalk's Landing Preserve, the location is between lots 100 and 101 on Lakeview Pass or Chalk's Landing boundary along lot 149 on North State Lane. A First Aid Kit and Fire Extinguisher are available for use at the pavilion.

3.2. Gate Codes, Entry Door Codes, and Vehicle Decals will be assigned and managed by the Amenities Manager.

3.3. Chalks Landing POA Member vehicle decals will be issued to POA members who present their driver's license and identify vehicles by color, make, and model. Decals will be displayed on the top corner of the rear window on the passenger side. Allow up to four decals per property owner. If the vehicle is sold or transferred, the decal must be removed.

3.4. Upon completion of use of the pavilion area:

3.4.1. Ensure the facility is clean. If tables and benches are used, they must be cleaned and returned to their original position.

3.4.2. All trash must be removed.

3.4.3. Spills must be cleaned up and all floors blown and mopped.

3.4.4. Ensure that all doors are secured.

3.4.5. (FUTURE USE) If any kitchen facilities were used, ensure the following:

3.4.5.1. The kitchen is clean.

3.4.5.2. All appliances are checked. Refrigerator is closed. Stoves are turned off.

3.4.5.3. If POA dishes were used, they are washed, dried and returned to the original location.

3.4.5.4. All counters are wiped and clean.

**4. Restrooms and Showers:** The restrooms and outdoor showers at the pavilion are **NOT** open to the public. A door lock restricts access to the restrooms. The code for entry door locks is periodically changed and e-mailed to POA members or available by contacting the Amenities Manager. All POA members will refuse access to unauthorized individuals.

**5. Grilling and Outdoor Heaters:** Use of propane grills and outdoor heaters anywhere on the amenity areas, including the parking areas, must have prior approval of the Amenities Manager, who will inform the POA member of approval in writing. The e-mail must be in the grill/heater operator's possession while at the amenity area. Normal and acceptable methods of outdoor grilling/cooking/heating by propane only are permitted in commercially acquired cooking/heating appliances.

**6. Boats/Kayak Launch:** Chalk's Point and the Lake Access area on Vista Lane allow for kayak and canoe launching. Boaters utilizing these launch sites must return their motor vehicles to designated parking areas. Watercraft will not be stored or left unattended at any amenity area.

## **7. Public Lake and Fishing**

7.1. Although not Chalk's Landing property, Blewett Falls Lake and the lakefront is available to the public. Chalk's Landing POA members are asked to respect the beauty of the lake by removing trash.

7.2. Fishing is allowed in Blewett Falls Lake.

7.2.1. POA members must accompany their guest(s) while accessing the lake from Chalk's Landing property to fish.

7.2.2. Fishing is not permitted on other resident's developed or undeveloped lots without the property owner's permission.

7.2.3. Fishing is NOT permitted within construction zones or areas restricted by the Chalk's Landing POA, Richmond County, Duke Energy or North Carolina Wildlife Resources Commission or from areas with sensitive or protected plant life.

7.2.4. Common sense and courtesy should be exercised so as not to disturb neighboring residents.

7.2.5. Conservation practices should be observed for the protection of natural habitat.

7.2.6. Please be responsible; do not leave trash, including cans, bottles, fishing tackle, unused bait, or dead fish or any other debris.

7.2.7. Please exercise caution in and around the lake. Pets should be leashed. Younger children should be supervised and not allowed to play freely near the lake.

7.2.8. Do not intentionally feed the wildlife that roam throughout the property. Feeding wildlife encourages them to not fear humans.

**8. Smoking:** Smoking the Chalk's Point Pavilion is restricted to the designated area with free-standing cigarette receptacle. Please dispose of all extinguished smoking debris in designated receptacles. Smoking or vaping is prohibited in all indoor areas.

## **9. Parking**

9.1. Parking for Chalk's Point is at the cul-de-sac and along Watson's Way on the right after exiting the Amenities Area. Park forward, angle in parking in 9-10-foot-wide space. Two handicap parking spaces are available to the right of the pavilion.

9.2. Parking for the Lake Access on Vista Lane is on the side of the road.

9.3. No vehicles will be left overnight in the parking area or on the roadsides. Any parking within Chalk's Landing must not obstruct road traffic, driveways or private property.

9.4. Parking is not permitted in any area that impedes road traffic or may result any damages.

**10. Open Fire Burning Policy:** Open fires/ burning any materials within Chalk's Landing Amenity Areas is prohibited. No burning of candles is permitted.

**11. Guidelines for Responsible Pet Ownership:** Rules regarding the exercising of dogs at amenity areas are as follows:

11.1. Pets must be under the POA member's control or leashed at all times.

11.2. Pet owners are responsible for cleaning up after their pet(s).

11.3. Pets are not allowed on the concrete floors under the pavilion, or in or around amenity's equipment at any time.

11.4. Service and emotional support animals will be allowed if supporting documents and certifications are provided.

**12. Fines for Violations:**

12.1. Failure to abide by these Policies and Procedures may result in a fine of up to \$100 per violation, as assessed after written notice and a hearing with the Board of Directors.

12.2. Any POA member not in good standing will be prohibited from accessing or using any and all Chalk's Landing Amenity Areas. A POA member is in good standing when he or she has satisfied all of his or her financial obligations, including dues, late fees, assessments, special assessments, fines, court judgments, attorney fees, etc.

12.3. Penalty for Improper Use of Access to the Amenity Areas:

12.3.1. A POA member in good standing who permits a member who is not in good standing or any unauthorized person(s) to use access codes will receive a written warning for the initial offense.

12.3.2. A POA member who commits a second offense within twelve (12) months, will have all his or her access suspended for ninety (90) days and fined up to \$100.00 per violation. The member's status will be considered to be not in good standing until ninety (90) days expires and the fine is paid.

12.3.3. A POA member who has been cited more than twice within two (2) years, will have all of his or her access suspended for one hundred eighty (180) days and fined up to \$200.00 per violation. The member's status will be considered to be not in good standing until one hundred eighty (180) days expires and the fine is paid.

**13. Procedures to Reserve Amenity Areas for Events:**

13.1. Read and review this document as all policies and procedures apply to any event. Use of the amenity area is limited to the times reserved. All set-up, tear down, and clean-up times must be included as part of the reservation request.

13.2. The POA member (host/hostess) who reserves any Amenity Area must be present during the entire event. The host/hostess is responsible for guest(s) in attendance. The Amenities Manager will monitor occupancy levels during a reserved event.

13.3. Eligibility: Only POA members in good standing are permitted to use or reserve Amenities Areas. Check the calendar on the website at [www.ChalksLandingPOA.com](http://www.ChalksLandingPOA.com) for availability before contacting the Amenities Manager by email at [Board@ChalksLandingPOA.com](mailto:Board@ChalksLandingPOA.com) or calling 910-434-5540 to reserve Amenity Areas at least two weeks prior to an event.

13.4. Application: Complete Agreement for Reserved Event (Attachment 2) and submit to the Amenities Manager along with a \$100 Deposit check and separate Event fee check made payable to Chalk's Landing POA. Upon receipt of completed form and checks, a confirmation of the reservation will be emailed.

13.5. Use: Reservations for events are for the use of the pavilion area only. Please note that POA members and their guest(s) may use the restrooms and showers during the time of your rental. Vendors and caterers must have proper licenses, insurance, and certifications. Event hours are 9 am – 9 pm unless other arrangements are approved in advance.

13.6. Charitable Event: If the POA Member sponsored event is for raising money for a charitable event, the charity must be named.

13.7. Fundraising Event: No fundraising event will be permitted unless approved by the Board of Directors.

13.8. Other Structures & Vehicles: Advise if your event requires the use of tents or other additional temporary structures including bounce houses. Use of these items must be approved by the Amenities Manager. Tents, trailers, or structures and all equipment must be removed from the Amenity Area by noon the day after the event. All unauthorized structures and vehicles will be removed/towed away at the member's expense.

13.9. After Event: Contact the Amenities Manager (or designated alternate) after cleanup of the area. The POA member (host/hostess) is responsible for clean-up of the amenity area and repair or replacement of any damages within 30 days. The After Event Checklist (see Attachment 3) must be completed prior to calling for an inspection of the Amenity Area.

13.10. Parking: Parking lots must be cleared after events. Overnight parking on easement areas and on roads is prohibited without advance approval.

13.11. Deposit: Deposit check will be returned upon receipt of a satisfactory After Event Checklist. POA member will be advised if the deposit will not be returned due to cleaning issues or damages.

13.12. Prohibited: No alterations or attachments are allowed. Adhering decorations to the walls, doors, ceiling or any other surface and use of glitter and confetti is strictly prohibited and will result in the loss of deposit or damage charges.



13.13. Events that will have entertainment must avoid any noise generating equipment before 9 am and after 9:00 pm, unless specific approval to extend the hours is obtained from the Amenities Manager.

13.14. Alcohol: Events that will include alcoholic beverages must follow the NC Alcoholic Beverage Control (ABC) Commission laws and obtain a Special One-Time Permit. Adherence to the NC legal drinking age to consume, possess, or serve alcohol is required.

13.15. Accident/Injury/Damage: Accidents, injuries or damages caused to or by any person as a result of alcoholic beverages being served or consumed on the POA property, or arising off the POA property, or as a result of alcohol being available on POA property will be the sole responsibility of the POA member who hosted the event.

13.16. Entry to the community may be restricted to Gate 1 and an event gate code will be assigned for guest(s) use on the day of the event only.

13.17. The POA Board of Directors reserves the right to change this policy if events impact the enjoyment of any amenity area by POA members.

13.18. Please note the following reservation fees (separate check from the \$100 Deposit) for such events are due upon confirmation of the reservation:

**POA SPONSORED - MEMBER EVENT – \$0.0**

**Up to 50 individuals - \$100.00**

**50 - 100 individuals - \$200.00**

**More than 100 individuals - \$300.00**

**ATTACHMENT 1: APPLICATION FOR POA REGULARLY SCHEDULED MEMBER EVENTS**

POA Member \_\_\_\_\_

Lot # \_\_\_\_\_ Address \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Dates Chalk's Point pavilion is desired: \_\_\_\_\_

Time of event \_\_\_\_\_ to \_\_\_\_\_

Type of Event: \_\_\_\_\_ Estimated Attendance \_\_\_\_\_

I (We) understand and agree to the following terms:

1. **Open to all POA members in good standing and consist of a majority of POA members.**
2. This application is for the current or upcoming year only and that acceptance of this application does not automatically mean acceptance in subsequent years.
3. Members agree to abide by POA Amenities Policies and Procedures.
4. Chalk's Point is open to other members of the POA during the Regular Scheduled event.

POA Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT 2: AGREEMENT FOR RESERVED EVENT**

**Chalk’s Landing POA reserves the right to grant or deny rental of Amenity areas. The fee and deposit are due at the time of the reservation. Make checks payable to Chalk’s Landing POA. Please complete the items on the “After Event Checklist” following the event to avoid losing deposit or fines.**

Today’s Date: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Time (from): \_\_\_\_\_ (to) \_\_\_\_\_ \*

\*Estimate 1-2 hours of cleaning time after the event.

POA Member: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Lot # \_\_\_\_\_ Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Type of Event: \_\_\_\_\_ Estimated Attendance \_\_\_\_\_

I would like to request a gate access code for the event (Watsons Way gate 1 only).

Code request \_\_\_\_\_ (if a different code must be assigned, the Amenities Manager will notify property owner making the reservation).

Schedule a walk-through with the Amenities Manager: Date: \_\_\_\_\_ Time: \_\_\_\_\_

**All decisions concerning damage charges are solely up to the Board of Directors and are not negotiable. Charges will be based on actual cost to include time and materials incurred by the POA for the repair or replacement. Invoices can be made available.**

By signing this reservation form, you are agreeing to:

1. Submit the usage fee and deposit check when the reservation is made.
2. Follow all rules of the POA Amenities Policies and Procedures.
3. Use your best efforts and judgement to ensure your group uses amenity areas, furnishings, equipment and supplies in a careful and prudent manner.
4. Report any damage, spills or problems occurring during your use period, to the Amenities Manager no later than noon the following day after the event.
5. Remove any and all articles that were brought in (food, drinks, decorations, tents, etc.).

(Cont.)

Date of Event: \_\_\_\_\_ POA Member’s Name: \_\_\_\_\_

6. The POA member reserving any amenity area must be present during the entire event and take full responsibility by adhering to all policies and procedures.

7. Complete the After-Event Checklist with the Amenities Manager to have the deposit returned with cleaning and without damages. (Attachment 3).

*In consideration of my acceptance of this reservation, I waive any and all claims for myself and my guest(s) against the officials and employees of Chalk’s Landing POA, Inc., for accident, injury, illness or damage which may occur directly or indirectly from my use. I hereby, unconditionally and without reservation, assume legal liability and financial responsibility for damage(S) or loss(es) suffered by the Chalk’s Landing POA and any property. I promise to pay within 30 days all damages requested by Chalk’s Landing POA or its management. As a POA Member I will attend the event, remain on site throughout the event, and accept the responsibility for the conduct of all persons in attendance.*

**Signature of POA Member** \_\_\_\_\_ **Date** \_\_\_\_\_

**OFFICE USE ONLY:**

Date: \_\_\_\_\_ Deposit paid: \_\_\_\_\_ Fee Pd. \_\_\_\_\_

Check # or Cash: \_\_\_\_\_ Received by: \_\_\_\_\_

**ATTACHMENT 3: AFTER EVENT CHECKLIST**

**Failure to complete the After Event Checklist with the Amenities Manager will result in forfeiting your deposit.**

Temporary Event Code ____ Add ____ Delete	YES	NO	AM INITIALS
Remove all items brought into the amenity areas (decorations, food, equipment, personal belongings, etc.).			
<b>All Floors</b> (pavilion, restrooms, showers, storage room, aprons, walkways, handicap parking area) – Blow and mop, as needed.			
Tables and Benches cleaned and returned to their original position.			
All trash and debris must be removed. Clean trash cans as needed. Replace trash can liners.			
<b>RESTROOMS</b> - must be cleaned of all trash and debris. Clean and sanitize all sinks, toilets, and mirrors.			
<b>SHOWERS</b> -. must be cleaned of all trash and debris. Clean and sanitize.			
<b>GRILL AREA</b> – If a propane grill is used, the grill must be cleaned and the cover replaced when cooled. The areas surrounding the grill must be cleaned of food, grease, and other debris. Propane gas must be turned off.			
<b>FIRE PIT</b> - If fire pit is used, wipe off and replace the cover when cooled. Propane gas must be turned off.			
<b>PARKING AREAS</b> – blow and clean as needed.			
<b>KITCHEN (for future use)</b> 1. Kitchen clear of all personal items. 2. Appliances cleaned and turned off. 3. Coffee Pots cleaned out and burners turned off. 4. Counters completely cleared of debris, cleaned and wiped with disinfectant. 5. All dishes and utensils must be washed, dried and returned to original locations. 6. All trash must be removed and all trash cans cleaned and liners replaced.			
<b>NOTES:</b> Issues and Damages:			

POA Member’s Signature \_\_\_\_\_ Date & Time \_\_\_\_\_

Amenities Manager’s Signature \_\_\_\_\_ Date & Time \_\_\_\_\_