

QUEENS HARBOR

GAZEBO AND DOCK ACCESS CARD AGREEMENT

I (we), _____, the undersigned, have read, understand, and agree to the terms and conditions of this agreement regarding my (our) rights and responsibilities regarding use of the gazebo and dock facilities at Queens Harbor Swansboro, NC. By my signature, I affirm my compliance with the following rules and further understand:

a) Initially, two (2) cards will be issued per home for the use of the homeowners at no charge. The owner may opt to purchase additional cards at a cost of \$100 per card.

b) The Gazebo and Dock area are for daytime use only seven days a week. Hours of Operation will be from sun up to sun down. The entry gate will be programmed as such for daytime hours only. The gate will not open after hours. Local Law Enforcement, Fire Department, and Emergency Medical Services will be given a code for the access to the facility.

c) If a parent chooses to allow a minor to use the card/facilities, the parent/owner remains responsible for the behavior of the minor, and is also responsible for any damages or liabilities incurred by the minor. (Note, as each card is individually keyed with a unique identification code, it is easy to determine which cards were used to access the facilities at the time of any damage, and this will be used in any assessment of penalties.)

d) In the event of inappropriate behavior, failure to remain current with association fees, or failure to compensate the Association for any damages or liabilities, Queens Harbor Board of Directors, after completion of due process, has the right to revoke privileges for use of the gazebo and dock and can deactivate the access card. Pending satisfactory resolution of the issue, the access card will be re-activated.

e) Having, as an owner, an undivided interest in the gazebo and dock facilities (Common Areas), it is the responsibility of each owner to report any negligent or dangerous behavior, damage or vandalism to the Board of Directors and Onslow County Sheriff's Department.

f) As there are no lifeguards or attendants present, ANY use of the facilities is ENTIRELY AT THE USER'S OWN RISK and the users assume the risk of any resulting consequences. Parents are responsible for the safety of their children and are expected to keep the access card secure and to be aware of its use.

g) In the event of a loss of a card, it is the owner's responsibility to report such loss to a member of the Board of Directors within 24 hours of noticing such loss. Failure to do so will result in the owner being held responsible for any damages caused at the gazebo and dock when the card in question was used to access the facilities.

h) Lost cards shall be replaced through the Board of Directors at a cost of one hundred dollars (\$ 100.00). It is the homeowner's responsibility to inform the Board of Directors of a lost gazebo and dock access card so that it can be deactivated.

i) I/ we have received a copy of the Gazebo and Dock Use Rules and Regulations and agree to comply with them.

Owner's Name:

Telephone:

Owner's Signature:

Date:

Address:

Witnessed:

Date:

*** NOTE: Access cards remain the property of the association and are to be returned to a Member of the Board in case of sale/transfer of property.

Queens Harbor HOA Gazebo Access Application

Name: _____

Address: _____

Email: _____

Contact#; _____

Date of event: _____

Approximate number of people: _____

Time of use; _____

Food/beverage: _____

Entertainment proposed: _____

Expected noise level: _____

Preparation time requires: _____

Number of parking spaces reserved _____

I/we the undersigned homeowner agrees to have the dock/gazebo area cleaned,
with the garbage disposed of, by 10:00 AM the day following my event.

Homeowners signature

Homeowners signature