Landfall Council of Associations Rules and Regulations

Rules and Regulations and Covenants for Landfall, and for the subdivisions within Landfall, are available from the Landfall Council of Associations, Inc. (LCOA). The purpose of this booklet is to promulgate those rules and regulations most frequently encountered. It also contains some additional regulations approved by the Landfall Council of Associations, and alerts property owners and other persons subject thereto to possible fines for certain offenses. For the exact legal terms and conditions that may apply to your personal real estate, you should refer directly to the underlying Governing Documents.

The Landfall Council of Associations Rules and Regulations are subject to and subordinate to the underlying Governing Documents and to all applicable federal, state, county and city statutes, ordinances, and rules and regulations having jurisdiction over the Landfall Development. In the event of any conflict between the Rules and Regulations, the Governing Documents, and such laws, the Governing Documents and/or such laws shall be controlling.

PURPOSE

The general purpose of these Rules and Regulations is to ensure that the Landfall Development, including but not limited to, its common areas, roadways, recreational areas, lakes, ponds, creeks, marshes and other riparian interests remains a protected, private, residential community where residents and guests can enjoy its beauty and its recreational opportunities and for the enhancement of its property values.

A. DEFINITIONS

Except as otherwise expressly provided or unless the context otherwise requires, as used in these Rules and Regulations, the below listed capitalized terms and phrases shall have the following meanings:

“Adjudicatory Panel” shall mean the entity composed of members of the Covenants and Security Committee assigned to preside over hearings of cited property owners.

“Architectural Review Committee” (ARC) shall mean the Architectural Control Committee established in the Delegation of Powers and Authority as the controlling committee on architectural review.

“Architectural Review Committee Guidelines” shall mean the published architectural standards and procedures applicable to all homes and lots in Landfall. The current Guidelines in effect at the time of any ARC submittal shall be deemed the “current” Guidelines and shall be incorporated as additional Rules and Regulations of the LCOA.

“Business People” shall mean properly admitted sales personnel, service and domestic help invited or engaged by Residents, the Landfall Council of Associations, the Country Club of Landfall (CCL), or Landfall Realty. Utility personnel, government inspectors, officials and representatives, paper and mail deliverers, refuse removers, etc., servicing Landfall are also included.

“Common Elements” and “Common Areas” shall mean all real property and any improvements constructed thereon owned by the LCOA or any homeowners’ associations within Landfall, intended for the common use and enjoyment of all property owners, residents, CCL members and guests including, but not limited to, roadways, recreational areas, lakes, ponds, creeks, and marshes.
“Commercial Vehicle” – is defined to include a vehicle designed for transporting people, goods, or things for profit. Vehicles with visible work racks or visible work related equipment and supplies or any vehicle displaying commercial signage or advertisement will constitute a commercial vehicle.

“Contractors” shall mean persons or legal entities and their officers, employees and subcontractors engaged in construction, homesite maintenance and/or repair work at Landfall.

“Covenants and Security Committee” is tasked with enforcing the rules and regulations relating to the Covenants and rules adopted from time to time by the Council, establishing procedures for dealing with violations, proposing changes and additions to the rules and regulations, evaluating security procedures and recommending improvements.

“Employees” shall specifically mean the respective employees of the Landfall Council of Associations, the Country Club of Landfall or Landfall Realty.

“Governing Documents” shall mean the duly recorded Declaration, Declarations of Covenants and Restrictions and like annexation instruments, and the Articles of Incorporation, Bylaws and Rules and Regulations applicable to Landfall, the respective lots, and sub-developments within Landfall.

“Landfall” or “Landfall Development” shall mean the Landfall Planned Unit Development (PUD) lying generally between Eastwood Road, Military Cut Off Road, the Intracoastal Waterway and Howe’s Creek at Wilmington, NC.

“LCOA” shall mean the Landfall Council of Associations, Inc.

“Long Term Renters” shall mean those individual persons residing in Landfall under leases having a term of six months or more. [Exception: Prestwick at Landfall’s Declaration of Covenants and Restrictions requires leases of twelve months or more.]

“Persons” shall mean individuals, corporations, firms, partnerships, limited liability companies and other legal entities as shall be appropriate to the context of these Rules and Regulations.

“Personal Guests” shall mean individual persons, authorized by a resident or property owner, visiting property owners or other residents at their residences, or at the Country Club of Landfall or for special events at Landfall’s other facilities.

“Property Owners” shall mean those persons or other legal entities who own property in the Landfall Development and, where the context requires, their immediate family members residing at their Landfall residence.

“Public Visitors” shall mean those individuals permitted access during occasions when there is a public event held in Landfall.

“Recreational Areas” shall mean those areas such as the parks, playground, basketball courts, nature trails and sports field designated by and under the authority and jurisdiction of the LCOA.

“Residents” shall mean property owners, long term renters and such other individuals who shall be lawfully residing or maintaining a residence in Landfall.

B. ACCESS TO LANDFALL

Residents and their family members, age 16 and older, may authorize personal guests and business people access to Landfall. Authorized access after 11:00 p.m. may be completed only by residents and family members age 21 and older.
Barcodes are issued to facilitate entry through the unmanned lanes at the Eastwood and Arboretum gates, as well as through the Drysdale gate. Only those vehicles with a current and valid barcode, decal or official pass will be admitted to Landfall. The following procedures will govern the issuance of vehicle barcodes:

- **Property Owners**
  - No charge for up to four (4) barcodes per property to owners and residing family members.
  - A charge of $10.00 will apply to each additional barcode.

- **Frequent Visitors** (includes immediate non-resident family members, renters, and resident status individuals defined as individuals residing at the property)
  - Authorization of property owner is required. A signed lease will be required for renters.
  - An annual fee of $35.00 will be charged per vehicle.
  - Barcodes expire on December 31st for immediate non-resident family members and resident status barcodes. Renter barcodes are for the duration of the lease.

- In order for unmarried property owners who subsequently marry, to obtain an owner barcode for the new spouse, he/she must obtain, fill out and return the Marriage Memorandum form available from the LCOA office and provide the office with a copy of the marriage certificate.

- **Employees** of the Landfall Council of Associations, the Country Club of Landfall and Landfall Realty, as well as CCL non-resident members, may be issued a barcode.

Contractors and Business People who are not residents may not authorize unaccompanied access to Landfall. Contractors and Business People are authorized to travel only on the most direct route to and from their place of employment or where they are performing services.

Public Visitors will be issued a distinctive pass to be displayed, at all times at the left-hand (driver’s) side of the vehicle windshield or attached to the rear view mirror.

### C. USE OF AMENITIES

The use of the Country Club of Landfall and all of its amenities is regulated and enforced independently by the Country Club of Landfall (Country Club of Landfall Rules).

Lakes, ponds, creeks and marshes are restricted to Residents, CCL members and Personal Guests. Any Personal Guest using the lakes, ponds, creeks and marshes, including fishing, must be accompanied by the host. Motorized boats and swimming are prohibited. Fishing in Landfall’s COA retention ponds/lakes is for recreational purposes only. All fish caught must be released back into the retention pond/lake.

Recreational Areas are restricted to Residents, CCL members and Personal Guests.

In order to reserve the Recreation Areas on Drysdale Drive or the Temple Garden for use, contact the LCOA office. All reservations for the Recreation Areas are limited to Residents and CCL members, who must be present at the function. Functions are limited to 100 people or less unless approved by the LCOA. A written guest list must be forwarded to Security at the time of approval to insure all guests are allowed entry. Cleanup of the Recreation Areas is the responsibility of the person making the reservation and must be done immediately after the function. Noise must be kept to a minimum to respect the privacy of the individuals who own homes in the surrounding area.

Landfall Lake, Nature Trails and Overlook Park are restricted to Property Owners, Residents, CCL members and Personal Guests. Pet owners will be responsible for clean up after their pets, and must have the means to do so at all times, and pets must be on a leash or under similar restraint. Violations are subject to the Violation Fee Schedule.
No golf carts, dirt bikes, go-carts or unauthorized motorized vehicles will be allowed on Nature Trails unless specifically authorized by LCOA Chief of Security.

Recreation field team use is as follows:

- Team use is limited to teams that have a Landfall resident as one of the coaches or managers or where a Landfall resident has a child on the team. The host Landfall resident must be in attendance and is responsible for the team at all times that the field is being used by that team.
- A lottery system, under the control, administration and discretion of the LCOA, will be utilized for seasonal team practice. Non-team reservations may be made up to 30 days in advance.
- The Landfall resident coach/manager must furnish LCOA Security with a written guest list of all guests coming to the field.

D. FINANCIAL POLICIES
Assessments

Landfall Council of Associations (COA) assessments are invoiced on a semi-annual basis. The January assessment installment will be mailed on or before December 1st of the prior year and is due no later than January 1st. The July assessment installment will be mailed on or before June 1st and is due no later than July 1st. To ensure that payments are posted to the correct account, it is requested that the Landfall street address be written in the memo section of the check as that is the account number. When setting up online banking for payment, please note that your Landfall COA account number is the Landfall street address. It is the policy of the Landfall COA to post payments received to the oldest invoice on the account before posting to current invoices.

All accounts with a past due assessment balance over thirty (30) days delinquent will have a late fee applied of ten percent (10%) of the current semi-annual assessment amount. Upon the charging of a late fee, notice will be given to the property owner through a separate invoice. Interest will be added in accordance with the applicable Association Declaration or Bylaws. Partial assessment payments do not constitute a paid assessment. Each assessment that is partially unpaid over thirty (30) days beyond the due date is considered a late payment and is subject to the ten percent (10%) of the current semi-annual assessment amount.

Failure to pay assessments when due may result in a lien against the property. The Landfall COA will provide written notice of late assessments, late fees, interest and other charges in accordance with the appropriate governing documents through the Demand Letter. On the date the Demand Letter is mailed, the delinquent account will be charged an additional twenty five dollar ($25) administrative fee and will be included in the current amount due. Also on the date the Demand Letter is mailed all active barcodes, to include tenants and frequent visitors, will be deactivated until the delinquent account is brought current. If Landfall vehicle barcodes are deactivated, a twenty five dollar ($25) reactivation fee will be charged per delinquent account.

If a Demand Letter is issued, the property owner will be given fifteen (15) days from the date of the letter to bring the account current before the lien is filed against the property with the New Hanover County Clerk of Superior Court. Upon the filing of the lien with the New Hanover County Clerk’s office, the delinquent account will be charged a two hundred dollar ($200) lien filing fee. This account will continue to accrue interest charges until the outstanding balance is paid in full.

Any account that becomes two (2) semi-annual assessment installments delinquent is subject to further collection action to include the perfection of the existing liens. Should it become necessary to perfect an existing lien, attorney fees will become the responsibility of the delinquent property owner. The Landfall COA Board of Directors reserves the right to pursue further collection action as allowed by law.
Note: Payments to Landfall COA must be separate from payments made to any other Landfall homeowners’ association.

Property Transfers
An administrative fee of $50 will be collected for registration of any transfer of property ownership. An administrative fee of $35 will be collected for each lease that results in a change in occupancy of the property. Any purchaser or lessor must provide to the Landfall Council of Associations written notification of the following:

- The date of the transfer of any property interest
- The name, address and telephone number of the person or entity acquiring title interest in the property
- The specific lot, unit or other parcel being transferred
- The real property interest being conveyed

E. VEHICLE REGULATIONS

1. TRAFFIC RULES

GENERAL: All State of North Carolina Motor Vehicle Laws pertain while driving in Landfall. The following rules are established to carry out this general purpose. To the extent that the Rules and Regulations stated herein are inconsistent with North Carolina Motor Vehicle Laws, the more restrictive law or regulation shall control. LCOA bears no and accepts no liability for injury to any persons or property arising out of the breach of these rules and/or the enforcement or non-enforcement thereof.

a. The speed limit in Landfall is 25 m.p.h. (except where posted otherwise) and will be enforced by LCOA Security, which may include the use of radar and audio/video-equipped patrol vehicles.

b. Vehicles must bear valid state license registration tags and safety inspection decals when operated on Landfall roads.

c. A current Landfall barcode, decal or official pass is required at all times for all vehicles being operated within Landfall, other than emergency and official governmental vehicles.

d. The traffic offenses of speeding, careless driving, reckless driving, driving without a legal driver’s license, running stop signs, eluding a traffic stop and driving under the influence of alcohol or drugs are prohibited and may be referred to the Wilmington Police Department. The Security staff will strictly enforce the rules forbidding these actions.

e. Caution should be exercised to avoid endangering bicyclists, in-line skaters and pedestrians and when passing slow-moving vehicles. Passing on the grass shoulders of the roads is prohibited.

f. Bicyclists on Landfall roads must ride single file with the flow of traffic and follow all NC bicycle laws. Non-motorized vehicles may ride on sidewalks within Landfall during day light hours provided they travel single file and yield right-of-way to all pedestrians. Identification armbands are available to property owners at the LCOA office for bicyclists who leave and re-enter Landfall’s gates.

g. In-line skaters on Landfall roads must travel single file with the flow of traffic and are not permitted after dusk.

h. Skateboarding, three point carving vehicles, and similar equipment are prohibited on the streets of Arboretum Drive, Deer Island Lane and Pembroke Jones Drive.
i. Walkers and joggers on Landfall roads must travel against the flow of traffic, and should use sidewalks where available.

j. "Street Legal" golf carts must be plated, registered in NC, and display a Landfall ID sticker. All other golf carts, go-carts, dirt bikes, mini bikes, small engine stand up vehicles, and all terrain vehicles (ATVs) are prohibited on the roads, trails, and sidewalks of Landfall unless specifically authorized by LCOA Chief of Security. Residents should contact the LCOA Chief of Security to determine if additional vehicles not listed above are allowed on Landfall roads, trails or sidewalks before operation of the same within Landfall.

2. PARKING

a. Overnight parking is prohibited on all Landfall roads and common areas other than designated parking areas. Exceptions to this prohibition may be granted by the LCOA Chief of Security in its sole discretion upon specific request. Said vehicle shall not present a traffic hazard, block ingress or egress, and shall not be a routine occurrence.

b. All construction vehicles must park at the site. If there is insufficient space on the site, the parking of construction vehicles may be permitted on the construction side of the road pavement for short periods, at the sole discretion of the LCOA Chief of Security. If, in the opinion of the LCOA Chief of Security, the number of construction vehicles might constitute a nuisance or unsafe situation or condition, Contractors may be required to have their employees park outside of Landfall and the Contractor may be required to provide for transportation of these employees to and from the construction site.

c. Large trucks are allowed to stop on roads immediately adjacent to the construction site to unload if there is not sufficient room on the construction site.

d. Residents must advise LCOA Security as to the timing of the presence of moving vans to be sure that the same may be accommodated in a safe manner as well as size limitations in specific areas. In areas where Security determines a moving van presents a traffic hazard and LCOA personnel are required to direct traffic, the current LCOA hourly rate will apply.

e. Owners must promptly notify Landfall Security of any disabled vehicles parked on Landfall roads.

f. No boats, trailers, campers, motor homes, commercial vehicles or tractors shall be parked on any lot, on the common elements, or on any right-of-way roads or streets within the property or adjoining the property by any lot owner, its family members, guests, renters or contract purchasers, except inside an enclosed garage located on a lot or in a specified storage area established by the LCOA.

g. Delivery and maintenance vehicles are permitted to park on roadways during brief deliveries and servicing of residences.

F. ANIMAL CONTROL

No animal or animals, birds, livestock or poultry of any kind shall be maintained on any lot or in any dwelling except that dogs, cats, pet birds or other domestic household pets may be kept or maintained by residents provided that they are not kept or maintained for commercial purposes and are controlled in accordance with applicable governmental ordinances and are not a nuisance to other owners.

Control, in this instance, is defined to require that pets be contained on the resident's property unless when on a leash or similar restraint. Continuous barking by dogs shall be deemed a nuisance to other
owners. Ongoing violations of this nature may be referred to Animal Control and/or WPD.

Pet owners will be responsible for clean up after their pets and must have the means to do so whenever they are utilizing any portion of Landfall other than their own property at all times. Violations are subject to the Violation Fee Schedule.

Notwithstanding the foregoing, the LCOA may designate certain portions of the Common Areas as available to owners to allow pets to play off of a leash. The decision to designate any such area, and the portion of the Common Areas so designated, are at the discretion of the LCOA, and may be subject to certain additional rules including time of day that pets may run, types of animals allowed to utilize the area, and other rules deemed appropriate by the LCOA. PET OWNERS ARE RESPONSIBLE FOR THEIR PETS AT ALL TIMES. THE LCOA IS NOT RESPONSIBLE FOR DAMAGE OR INJURY CAUSED BY OR SUFFERED TO ANY OWNER’S PET.

G. CONTRACTOR/BUSINESS RULES

1. The primary construction entry and exit point is the Arboretum gate.

2. Contractor work must not start prior to 7:00 a.m. and must conclude no later than 6:00 p.m. on weekdays. Saturday work hours are from 8:00 a.m. to 1:00 p.m. Construction on Sundays, New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day is not permitted.

3. A complete set of rules for builders, contractors and service personnel is available from the LCOA office.

4. Contractors and Business People must be authorized access by individual property owners, or their designated agents, to perform work on their property.

5. Contractor vehicles may not be left overnight on construction sites except for emergencies and those exceptions must be approved by the LCOA Chief of Security on a case-by-case basis. Vehicles unnecessarily parked at the sites for the purpose of advertising are not allowed. During construction, all vehicles involved, including those delivering supplies, must enter the lot on a driveway only as approved by the ARC so as to not unnecessarily damage trees, street paving and curbs.

6. During construction, property owners and Contractors must keep the homes, garages, and building sites clean and free of debris. All landscaping debris, stumps, trees, etc., must be removed from each lot by the property owner and/or contractor as often as necessary to keep the house and lot attractive. Such debris shall not be dumped in any area of the property or within Landfall.

7. A neat construction site must be maintained. Loose trash that can be scattered by the wind to create a nuisance on neighboring property must be contained. A screened in portable toilet and dumpster are required at all construction sites.

8. Workmen's radios and voices must not be a nuisance to neighbors and those using the Country Club of Landfall facilities. Volume must be kept to a minimum and shouting and profanity are prohibited.

9. Contractors and Business People and their employees are not permitted to use any amenities including the lakes, ponds, creeks and marshes for fishing, crabbing, or shrimping.

H. USE RESTRICTIONS
1. USE OF PROPERTY

No portion of any building lot or residential acreage shall be used except for single-family residential purposes and for purposes incidental or accessory thereto. No industry, business, trade, occupation or profession shall be conducted, maintained or permitted on any lot or residential acreage. This rule is not intended to restrict a resident from engaging in work-related activities provided that the activity does not generate noise, has no clients or customers coming to the residence, does not generate traffic and the activity does not violate any other covenant or restriction and does not violate any North Carolina state, county, city or other law, ordinance, rule or regulation.

Landfall Realty may maintain a sales or rental office within Landfall.

No property in Landfall shall be rented for a term of less than six (6) months. Prestwick at Landfall requires a minimum twelve (12) month lease.

2. QUIET ENJOYMENT

No obnoxious or offensive activity shall take place on any property in Landfall, nor shall anything be done which may be, or may become, a danger, nuisance or annoyance to a neighbor or the neighborhood or persons using the roadways, common areas, amenities or the properties of the Country Club of Landfall. Any unreasonably loud, noisy, boisterous, or drunken behavior by anyone who causes a disturbance is prohibited. A violation of these restrictions and prohibitions will be deemed to have occurred if the offensive activity is persistent as to annoy or disturb the quiet, comfort or repose of a reasonably prudent person.

3. INAPPROPRIATE BEHAVIOR

No immoral, improper, offensive, or unlawful use shall be made of the property within Landfall, or any part thereof. All laws, orders, rules, regulations, ordinances or requirements of any governmental agency having jurisdiction thereof, relating to any lot or any portion of the property, shall be complied with, by and at the sole expense of the owner or the appropriate property owner association, whichever shall have the obligation to maintain such portion of the property.

No person within Landfall shall engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other persons, including but not limited to Residents, Employees, Public Visitors, Business People, Contractors, Personal Guests, and Property Owners.

4. LARGE EVENTS

- All events that involve more than 50 guests from outside of Landfall should be coordinated with the LCOA Chief of Security at least 30 days prior to the scheduled event.
- The goal of this policy is to accommodate the majority of requests using the current Security staffing (no additional charge); however, at the sole discretion of the LCOA, sponsors may be required to contract for additional security personnel through the LCOA Chief of Security.
- Sponsors are responsible for the behavior of their guests. Damages to the Common Elements caused by the action of a guest may be the responsibility of the sponsor.
- The LCOA reserves the right to deny access to proposed attendees when the sponsor fails to follow this policy.
- Guidelines will be provided to event sponsors and compliance with those guidelines is a condition of the approval of any such event. Noncompliance with the guidelines shall constitute a violation of these Rules and Regulations.

5. SIGNS
No lot owner shall display, or cause or allow to be displayed in public view, any sign, placard, poster, billboard, or identifying name or number upon any lot, or any portion of the Common Area, except as allowed by the LCOA pursuant to Governing Documents or as required or allowed by applicable law or governmental authority. Such permitted signs shall be placed at least six feet from the road curb. No sign shall be nailed to trees.

Advertising signs showing availability of sales, services, etc., may not be displayed in Landfall. This includes signs at sites where construction or remodeling is underway. This prohibition does not include notices of community events or those signs specifically approved by the ARC which are necessary, such as for construction activities.

Political Sign Display Policy

The display of political signs on homesites in Landfall will be permitted as follows:

- Political signs for the pending election or vote may be displayed no earlier than forty five (45) calendar days prior to an election, and no later than seven (7) calendar days following an election.
- Political signs may not exceed twelve (12) square feet in size.
- No more than one political sign may be displayed at a time.
- Illuminated political signs are prohibited.

6. COMMON AREA USE

The Common Areas shall be used only for the purpose for which they are intended and reasonably suited and which are incident to the use and occupancy of the property, subject to any rules or regulations that may be adopted by the LCOA. Damages to Common Areas for any reason may result in assessment for a fine and the cost of repair.

7. TEMPORARY MOBILE STRUCTURES

No trailers, tents, mobile homes, modular homes or other structures of a temporary character shall be placed upon any lot at any time; however, provided that this prohibition shall not apply to shelters or storage units used by Contractors during the construction or renovation of a dwelling, garage or accessory building. It being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

Portable on-site storage containers will be permitted by the LCOA Chief of Security on a case by case basis in said Chief of Security’s sole discretion. The containers should be removed from the site within five business days, unless otherwise approved.

8. FUEL TANKS

Fuel tanks may be installed only within an accessory building or within a screened area, or buried underground, as permitted pursuant to all applicable laws, statutes, ordinances, and rules and regulations.

9. GUEST FACILITY

A guest apartment or guest facility for and to be used by family members or Personal Guests solely for residential purposes, as approved and permitted by the ARC, may be included as part of a main detached single family dwelling or accessory building shall not be leased separately from the main dwelling.

10. NO WETLANDS ENCOACHMENT

No lot shall be increased in size or otherwise adjust its boundaries by filling in the waters, lakes, ponds,
creeks or marshes on which it abuts, other than by natural accretion, erosion or avulsion, without prior written approval of the LCOA, and the appropriate state and federal agencies having jurisdiction over the waters, if applicable.

11. DELIVERY RECEPTACLES

No mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on any lot unless and until the size, the location, design and type of material for the receptacle shall have been approved by the Architectural Review Committee.

12. ANTENNAE

Exterior radio and television antennae, aerials, disks and dishes for reception of commercial or private broadcasts shall not be permitted on any lot without permission of the Architectural Review Committee as to design, appearance and location or pursuant to regulations issued for that purpose. The ARC may permit satellite dishes up to 18 inches in diameter on a case-by-case basis.

13. FIREWORKS, FIREARMS, AND HUNTING PROHIBITED

There shall be no discharging of firearms, guns, pistols or explosive devices of any kind, caliber, type (including pellet guns), or method of propulsion; and no hunting of any type shall be carried on or conducted on the property of any owner or within Landfall except as shall be explicitly approved in writing by the LCOA. Any non-resident individual or vehicle with unauthorized firearms or fireworks, as discovered by the Security Staff, will not be permitted entrance into Landfall. Fireworks are prohibited except for properly supervised displays explicitly approved in writing by the LCOA.

14. DRYING AREAS

Clotheslines or drying yards shall not be located upon any lot without the prior written consent of the ARC, which consent may be conditioned or withheld at the sole discretion of the ARC, or as set forth in the regulations established for that purpose.

15. IRRIGATION SYSTEMS

No individual water supply system shall be permitted on any lot except a non-potable lawn irrigation system not connected to any building. A well or rainwater collection system may be permitted for such water supply, but drilling, construction or installation for such well or system must have prior written approval by the ARC. The pump, pressure tank, and house, if any, shall be considered structures requiring prior ARC approval.

16. HOME AND LANDSCAPE MODIFICATIONS

All proposed exterior additions, subtractions or modifications to any property must be submitted to the Architectural Review Committee for approval before beginning any work, including, but not limited to: play equipment (trampolines, swing sets, and basketball backboards), tree removals, pools and fencing. Most submittals for modifications to property (other than new homes) can be done by utilizing the following:

- Modification to Existing Homes Form available in the ARC Guidelines
- A site plan showing the lots lines, home footprint and the location of the addition or modification
- A photo, drawing or brochure of the proposed addition
- A list of materials, colors and sizes of modifications
• ARC fees and impact fees apply for home modifications requiring elevation drawings, increase in square footage or pool additions

17. HOME AND LANDSCAPE MAINTENANCE

• All portions of an improved homesite which are not improved by an impervious surface or a structure must be maintained with grass, mulch or other vegetation approved by the ARC.
• All turf areas on a homesite must be kept primarily free of noticeable weeds and neatly mowed during the growing season. No bare spots in turf areas should be allowed to remain unsodded.
• Edges of turf areas must be neatly trimmed and maintained.
• Areas that have been mulched shall be re-mulched and edged, and shall be properly maintained.
• Turf areas and other vegetation should be watered as necessary. Any dead plants, shrubs or trees should be removed and replaced as approved by the ARC.
• All hedges, trees and shrubs must be neatly trimmed and maintained.
• No weeds, underbrush or other unsightly growth shall be permitted to grow on any lot; and no refuse pile or unsightly objects including old household appliances, inoperative automobiles and the like shall be permitted to remain on any lot.
• The exterior of a home must be maintained in an attractive manner. No significant blistering, fading or peeling of exterior painted or stained surfaces is permitted. Any exterior building components (i.e., shutters, window grates, siding, gutters and downspouts, roof shingles, windows and doors) which are missing, broken or otherwise in a state of disrepair must be repaired as quickly as possible.

18. VACANT LOT MAINTENANCE

Any alterations of vacant parcels including changes in grade or tree removals are subject to ARC review. Indigenous growth must be maintained to the standards established by the LCOA. No weeds, underbrush or other unsightly growth shall be permitted to grow on any lot; and no unsightly objects including old household appliances, inoperative automobiles and the like shall be permitted to remain on any lot.

19. CORNER LOTS

Corner lot landscape beds must be maintained by the property owner of the corner lot. All street and sidewalk edging is the responsibility of the lot owner.

20. ELECTRIC FENCING

Installation of electric fencing is subject to review and approval by the ARC. A complete set of rules pertaining to electric fencing is available from the LCOA Office.

21. LOT RECOMBINATION POLICY

No platted lots shall be combined without the approval of the Board of Directors of LCOA through the ARC, in its sole discretion and judgment. In the event that such recombination is approved, conditions of the approval may include a provision that the recombined lot or lots shall pay an assessment based upon the total number of lots assessed prior to the approved recombination.

22. OPEN HOUSE GUIDELINES

Open houses conducted for the purpose of marketing an existing residence may be held on Sundays from 1:00 p.m. to 4:00 p.m., and must be by appointment only. The Property Owner of the property that will be shown in the open house must give LCOA Security a list of non-Landfall residents who will be attending prior to the start of the open house.
I. MISCELLANEOUS RULES

1. Garbage collection days are Mondays and Thursdays unless otherwise announced. Each lot owner shall utilize provided receptacles. They will be stored in a screened in area or garage, not visible from the road. Receptacles should be returned to the screened area as soon as practicable on the days of collection. No garbage or trash that will attract animals may be placed outside the closed receptacle.

2. Littering in Landfall is prohibited. Violators will be issued citations and may be subject to penalties under state statutes as well as LCOA rules.

3. Burning of trash, leaves, scrap lumber, debris, etc., is prohibited.

4. Residents are responsible for the behavior and conduct of their families and Personal Guests. Residents are responsible for any damages caused by their children or guests, as well as any unpaid violation fees.

5. Solicitors, sales/service personnel, peddlers, etc., shall not be allowed access to Landfall unless specifically invited in (by name) by Residents or other persons authorized to do so as herein provided, and their visit is arranged with the LCOA Security. A business pass will be issued restricting them to the most direct access route to the requesting Resident's residence. Door-to-door solicitation within Landfall is not permitted. Advertising brochures, leaflets, etc., may not be distributed unless approved by the LCOA.

J. ENFORCEMENT

1. These rules and regulations are based on the Governing Documents and on the Bylaws of the Property Owners Associations in Landfall and are enforced by the Covenants and Security Committee, Director of Administration and the Chief of Security acting for the Landfall Council of Associations. Failure by the LCOA to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Security staff is empowered to issue citations for any violation. Violations of these rules and regulations may result in fees being assessed against Residents (and others) according to a schedule, approved by the LCOA, which may be modified from time to time by the LCOA.

2. Property Owners are responsible for the conduct of their families, Personal Guests and Long Term Renters. In the event that any Long Term Renter or Personal Guest violates the Covenants, Bylaws, or Rules and Regulations and a fee is imposed, the fee shall be assessed first against such Long Term Renter or Personal Guest. If the fee is not paid by the cited party within the time period set by the LCOA Chief of Security or Director of Administration, the Property Owner shall pay the fee upon notice and demand of payment from the LCOA Chief of Security or Director of Administration.

3. A Property Owner issued a citation for a violation of any of the Governing Documents or any of the Rules and Regulations shall be given notice of the charge, an opportunity to be heard and to present evidence and to receive notice of the decision. Such hearings shall be held before Adjudicatory Panels composed of members of the Covenants and Security Committee. Each such panel shall consist of at least three (3) members, one of who shall serve as chairperson and none of who shall be officers of the same homeowner associations as the cited Property Owner. The panel shall determine if a cited Property Owner is to be fined, or if community services or privileges are to be suspended. Any fine or special fee imposed for a violation shall become effective five (5) days after the Adjudicatory Panel decision is rendered.

4. A Property Owner may appeal the decision of an Adjudicatory Panel to the Board of Directors of the Landfall Council of Associations by delivering written notice of appeal to the Board of
Directors within fifteen (15) days after the date of the decision. Such notice shall state in brief and concise terms the grounds for the appeal. The Board of Directors will render a decision on the appeal within thirty (30) days from the receipt of the written appeal.

K. PENALTIES AND FEES

1. Improper access to Landfall.

Those people who gain improper entrance to Landfall will be escorted off Landfall by Security and may be reported to the Wilmington Police Department. Prior to being escorted off the property, all trespassers will be issued a Landfall citation, per the Violation Fee Schedule, and informed that they may not return, even as a guest, until the fine has been paid.

Those Residents with deactivated barcodes that attempt entry through an unmanned lane will be warned on the first entry violation. Thereafter, they will be assessed fees of $10 for each entry violation.

2. Traffic Rule Violations

   a. Traffic rule violators and/or those who exceed the posted speed limit by less than 15-mph and who are Residents will be given a warning on the first offense. Thereafter, they will be subject to penalties as follows:

      • Resident operators will be assessed a fee of $50.00 for their second offense. Any subsequent offense will be assessed $100.00. If, after the first offense, the driver has a clear record for twelve months, he/she will resume the normal cycle of citations. However, if a second offense occurs before the lapse of the twelve months, the $50.00 fine will be assessed and the cycle will continue for an additional twelve months starting at the date of the second offense. If a third offense occurs before the new cycle expires, the $100.00 assessment will be applied and the cycle extended for an additional twelve months. Any additional citations will result in $100.00 assessments for each incident until the operator completes an incident free 12-month period.

      • Any operator of a motor vehicle who is observed exceeding the posted speed limit by 15-mph or greater or is reckless driving will be subject to a $100 penalty. Such an incident will not be included in the first offense warning category.

      • Failing to stop for Landfall Security while they are attempting to initiate a traffic stop, eluding a traffic stop, or leaving the scene of a traffic stop prematurely, are all considered serious traffic offenses.

   b. CCL non-resident members and Personal Guests will be given a warning for the first traffic violation other than exceeding the posted speed limit by 15-mph or reckless driving. Subsequent offenses may result in the assessment of fees and/or suspension of driving privileges at Landfall.

   c. Contractors, their employees, and other service and business personnel will not be given a warning on the first offense and are subject to the violation fees schedule. They may be required to meet with the LCOA Chief of Security or the Director of Administration to determine their continuing privilege to drive in Landfall. Any additional offense will result in an assessment of fees and another review of their permission to drive in Landfall.

   d. Country Club of Landfall, Landfall Realty and LCOA employees’ violations will be handled as in paragraph c. above, and will be reported to the appropriate supervisor for appropriate disciplinary action. The subsequent disciplinary action could result in suspension of driving privileges and/or termination of employment.

   e. Only valid licensed drivers may operate motor vehicles on Landfall roads. If a Resident’s driving privilege is suspended or revoked by the North Carolina Division of Motor Vehicles (or other
equivalent agency in any other state) or by a court of competent jurisdiction, the Resident’s privilege to drive on the streets and roads of Landfall shall be automatically suspended or revoked for the same period and subject to the same terms.

f. If a Resident drives on the streets and roads of Landfall during a period of suspension of the driving privilege that Resident shall be referred to the Wilmington Police Department. Following disposition of the case in the New Hanover County Court system, the LCOA may review the matter for further action.

3. Parking Violations

a. An illegally parked vehicle will be given a citation. If the vehicle constitutes a hazard and/or causes damage to grounds, and the owner cannot be located, the offending vehicle may be towed at owner’s expense. The cost of any damage will also be at the owner’s expense.

b. If the illegally parked vehicle does not constitute a hazard and is not causing damage, it will receive a citation. It may be towed at the owner's expense.

c. In those instances where a violator has been warned and continues to park illegally, the vehicle may be towed at the owner's expense, and the owner will be subject to a violation fee.
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<th>Violation Fee Schedule</th>
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 Fees are to be paid within 30 days of the Landlord Council of Associations Office. 1749 Dekalb Place, Wilmington, NC 28405.