

# Landfall Council of Associations Rules and Regulations

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## **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 & 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, or the Country Club of Landfall (CCL). 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 Personal 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 & 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 or the Country Club of Landfall.

“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.

“Resident Portal” shall mean the password-protected webpage that includes the Resident Portal, Guest Authorization, and Document Library. The Resident Portal is accessed through the COA website at [www.landfall.org](http://www.landfall.org).

“Wilmington Police Department” (WPD) shall mean our local police department, which services our community.

## **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 **12:00 a.m.** may be completed only by Residents and family members age 21 and older. **Authorized Personal Guests attempting entry into Landfall between the hours of 12:00 a.m. and 5:00 a.m. are required to present photo identification for themselves and the driver of the vehicle requesting entry. If photo identification is unavailable, then the Property Owner will be called by Landfall Security to confirm their Authorized Personal Guests arrival.**

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, residing family members, and residing domestic partners.
  - A Charge of \$10.00 will apply to each additional barcode.
- Frequent Visitors (includes immediate non-resident family members and renters).
  - 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. Renter barcodes are for the duration of the lease.
- Employees of the Landfall Council of Associations and the Country Club of Landfall, 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.

***Effective July 1, 2022 per the Landfall Council of Associations Board of Directors May 24, 2022 Board Meeting decision.***

### **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, boating and swimming are prohibited in these areas. 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. Catch and release fishing will be prohibited from the following areas: street paving, bulkheads and bridges. Parking will not be permitted on or adjacent to the road rights of way for fishing.

Landfall Lake, Nature Trails, Overlook Park and Recreational Areas are restricted to Property Owners, 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 ensure 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.

Pet owners will be responsible for clean up after their pets, and must have the means to do so at all times. When collecting your pet waste, make sure that you dispose of it properly, either in a designated pet waste receptacle or at your residence. Pets must remain on a leash at all times while visiting any of our shared Common Areas. Violations are subject to the Violation Fee Schedule.

No golf carts, dirt bikes, go-carts, electric bicycles or unauthorized motorized vehicles will be allowed on Nature Trails, sidewalks, as well as the Landfall Lake or any other common area walking paths 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) annual assessments will be invoiced on a semi-annual basis. The January assessment installment will be invoiced on or before December 1<sup>st</sup> of the prior year and is due no later than January 1<sup>st</sup>. The July assessment installment will be invoiced on or before June 1<sup>st</sup> and is due no later than July 1<sup>st</sup>. Any assessment levied other than the annual assessment will be due and payable as specified in the notice of such additional assessment. The payment of any assessment or installment will be in default if such assessment or installment is not paid to the COA within thirty (30) days of the due date, and the Board of Directors may declare the entire outstanding balance of any assessment to be due and payable upon default in the payment of any installment.

To ensure that payments are posted to the correct account, the Landfall street address should be written in the memo section of the check, as that is the account number. When setting up online banking for payment, each owner's Landfall COA account number should be the Landfall street address.

It is the policy of Landfall COA to post payments received against charges on the account in the following order, with the oldest charges or invoices in each category receiving payment application first, but all charges in each category being satisfied before advancing to the next category: (i) Collections costs (Lien preparation and recording fees, legal fees and expenses, court costs, bar code reactivation fees, demand letter fees, etc.); (ii) NSF fees for returned payments; (iii) Fines; (iv) Interest; (v) Finance Charges/Late Fees; (vi) Special Assessments; (vii) Unpaid LOS charges or other benefitted assessments; (viii) Annual assessments/Semi-Annual assessment installments; and (ix) all other charges. Checks endorsed to a specific invoice will be applied to that invoice.

All accounts with a past-due assessment balance over thirty (30) days delinquent will be charged a late fee of ten percent (10%). 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 or partial assessment installment payments do not constitute a paid assessment or a paid assessment installment. Each assessment or assessment installment that is partially unpaid over thirty (30) days beyond the due date is considered late, and a late fee of ten percent (10%) of the total, current assessment or current assessment installment amount (not the remaining amount) will be added to the account.

Failure to pay assessments or assessment installments when due may result in collections action against the defaulting owner, including, but not limited to, the filing of a lien against the property within the timeframe below. Subject to the provisions of North Carolina law, all costs, including attorneys' fees, court costs, expenses, and administrative collection fees, incurred by the COA in the collection of any delinquent assessment or installment will be charged to and paid by the defaulting owner as an additional assessment.

By adopting this resolution, the Landfall COA Board of Directors grants to the COA management staff or COA legal counsel (as applicable) the authority to take the following actions at any time when any assessment or installment thereof remains unpaid:

**45 Days After Due Date** – Send, at any time and without further Board action being required, a Demand Letter by first-class mail to the defaulting owner at the mailing address for the defaulting owner in the COA's records and any other address specified for mailing under N.C. Gen. Stat. §§ 47F-3-116 or 47C-3-116 (as applicable), advising of the following:

- (i) the total balance due as of the date of the letter, including within the total all interest, late fees, and other charges owed in accordance with the appropriate Governing Documents;
- (ii) that the COA may refer, or has referred, the matter to legal counsel and intends to seek payment of attorneys' fees, court costs, and actual expenses in the event payment of the balance due is not received within fifteen (15) days from the mailing of the letter;
- (iii) the telephone number of a COA representative (or COA attorney representative) to discuss the account; and
- (iv) the opportunity for the defaulting owner to contact the COA representative (or COA attorney representative) by telephone to discuss a payment schedule or payment plan for the outstanding balance. Neither the COA representative (nor COA attorney representative) nor the defaulting owner is obligated to offer or accept any payment schedule or payment plan.

On the date the Demand Letter is mailed, the delinquent account will be charged an additional twenty-five dollar (\$25) administrative fee; this fee will be included in the current amount due. **Also, on the date the Demand Letter is mailed, all active barcodes, including those held by tenants and frequent visitors of the defaulting owner, 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.

**60 Days After Due Date** – Proceed, at any time and without further Board action being required, to file a Claim of Lien against the defaulting owner's Lot or Unit for the outstanding balance owed by the defaulting owner. The filed Claim of Lien must be served and/or mailed to the defaulting owner in accordance with the requirements of N.C. Gen. Stat. §§ 47F-3-116 or 47C-3-116 (as applicable). 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.

In addition to the actions set forth above, Landfall COA, by action of the Landfall COA Board of Directors at any time, may undertake additional collections actions, including the filing of a lawsuit to collect all present and future unpaid assessments or assessment installments, and related charges, and/or the foreclosure of a filed Claim of Lien, as well as any post-judgment collection activities necessary or advisable for collections. COA management staff will present past-due accounts to the Landfall COA Board of Directors for consideration on whether to file an appropriate action at such time that two (2) assessments or assessment installments, or any combination thereof, are delinquent on an account, and the oldest charge is more than ninety (90) days past due. Upon determination by the Landfall COA Board of Directors to proceed, the account(s) will be turned over to COA legal counsel. At such time, COA legal counsel is authorized to take all steps permitted by the Governing Documents and by applicable law to collect any past-due balance, and COA legal counsel will have discretion as to the timing and manner in performing the necessary steps for collection of the past-due sums. Notwithstanding the foregoing, the Board may exercise its business judgment to delay or forego the filing of any collection action, foreclosure or otherwise, based on any information presented to the Board concerning the account, including, but not limited to, the ability to collect from any owner, any known credit history or bankruptcy history of the owner, the payment history of the owner, the condition of the property, or any other fact that the Board deems relevant in deciding whether to proceed.

Notwithstanding any other provision in this Policy, the Landfall COA Board of Directors, directly or through the COA management staff, may (i) enter into a payment schedule or payment plan with any defaulting owner at any time, if such a payment schedule or payment plan can be mutually agreed upon by the COA and the defaulting owner; or (ii) refer any defaulting owner's account to COA legal counsel for handling at any time to assist the COA with any of the collections steps outlined in this Policy or the other Governing Documents of any Landfall community association.

**Note:** Payments to Landfall COA must be separate from payments made to any other Landfall homeowners' association.

### **Property Transfers**

An administrative fee of \$100 will be collected for registration of any transfer of property ownership. An administrative fee

of \$50 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 a valid state registered license plate and safety inspection sticker, when applicable, while operating on Landfall roads or parking at a Landfall property.
- c. A current Landfall barcode, decal or official pass is required at all times for all vehicles being operated within Landfall, other than emergency, utility 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 WPD. 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.
- 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, scooters, hoverboards, 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, operated only by licensed drivers able to provide a valid ID and display a Landfall ID sticker. All other golf carts, go-carts, dirt bikes, mini bikes, small engine stand up vehicles, electric motor driven 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, vacant lots and Common Areas. Exceptions to this prohibition may be granted by the LCOA Chief of Security in his 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. In the event that other vehicles are already parked roadside, stay on same side of the road as the other vehicles parked closest to the site. 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 briefly stop on roads immediately adjacent to the construction site to unload, only 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, 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. Residents that drive a Commercial Vehicle by way of definition in these Rules and Regulations, must not park said vehicle in the driveway after Contractor hours. Said vehicle shall be kept in an enclosed garage on the lot.
- h. Delivery and maintenance vehicles are permitted to park on roadways during brief deliveries and servicing of residences.
- i. When attending events in Landfall that might require roadside parking, vehicles should be parked on the same side of the road as the other parked vehicles. All roadways must provide one full lane of passage for Residents and guests.
- j. On improved homesites, no parking shall be permitted other than on the existing paved driveway or designated spaces.

## 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 on a leash accompanied by their owner or handler. Continuous barking by dogs shall be deemed a nuisance to other owners and

a citable offense. 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 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.**

Landfall inhabits many varieties of wildlife and some of this wildlife may be dangerous. In the event of a potential hazard, Animal Control and/or WPD should be contacted.

## **G. CONTRACTOR/BUSINESS RULES**

1. Contractors must be called in as authorized guests or added as a Personal Guest on the Resident Portal profile.
2. The primary construction entry and exit point is the Arboretum gate.
3. 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 Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day is not permitted. Working during prohibited hours or on prohibited days is a citable offense and is subject to fines.
4. ARC review is required for all tree removals on improved homesites and trees greater than 4" in diameter on vacant lots. The deadlines for submittal review are the 1<sup>st</sup> and 3<sup>rd</sup> Mondays of each month. An expedited review may be arranged with the ARC members for the charge of a \$50 fee. This process does not guarantee an approval.
5. A complete set of rules for builders, Contractors and service personnel is available from the LCOA office.
6. Contractors and Business People must be authorized access by individual Property Owners, or their designated agents, to perform work on their property. Contractors and Business People who are not Residents may not authorize unaccompanied access to Landfall.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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, employees 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.

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; subject to citations and fines.

### **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.
- Notify the Landfall COA at least seven (7) days prior to any event that requires the use of tents, tables, chairs, inflatables or the like. Additionally, such material, equipment, etc. must be removed within three (3) days of installation.

## 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 (including flags and banners), on homesites within the Landfall community will only be permitted as follows:

- Political signs for a pending election or vote may only be displayed during the time period beginning forty five (45) calendar days prior to the applicable election day, and ending seven (7) calendar days following the election day. Political signs must be removed no later than seven (7) calendar days following the election day.
- For the purpose of this Rule, a “political sign” may be a yard sign, a yard flag, a garden flag, or a house flag, subject to the other provisions in this Rule.
- A “political sign” means a sign or flag that attempts to influence the outcome of an election, which may include supporting or opposing a specific issue on the election ballot. Signs or flags that cite political values, or generally support a political official unrelated to an election are not permitted “political signs” and are prohibited.
- No more than one (1) political sign, not exceeding twelve (12) square feet in size, may be displayed on a homesite during the permitted timeframe defined above. Illuminated and other electronic political signs are prohibited.
- A political sign may only be displayed on property owned exclusively by the homeowner and not on common area, easements, rights-of-way, or other areas owned by others. All Political Displays must be located at least ten (10) feet inside the homesite property line. This applies to front, rear and side property lines. Any political signs placed in any common area right of way is subject to removal without notification.

## 6. POLICY FOR USE OF COMMON ELEMENTS AND COMMON AREAS OF LANDFALL

This refers to all real property and any improvements constructed thereon by the LCOA or any homeowner’s association within Landfall. Some examples are playing fields, mail distribution centers, roads and ponds. In general, Common Areas may be used only for those activities for which they are intended and generally suited for, i.e. distribution of mail at the mail center and walking or driving on the roads.

The LCOA does grant special use of the Common Areas, including sales of tickets or other items when the activity has a direct benefit or contribution to the Landfall community at large. The LCOA has purposely limited extended use of common facilities to protect the privacy and safety of the Residents. Consequently, many special use requests from good organizations and causes may be denied as the efforts of these groups are not primarily for the benefit of Landfall and its Residents.

## 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. Any accessory building shall not be leased separately from the main dwelling.

## 10. NO WETLANDS ENCROACHMENT

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 mail box, 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. ANTENNAS

Exterior radio and television antennas, 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. Satellite dishes up to 18 inches in diameter are permitted when located as approved by the ARC.

## 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 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 sodded.
- Edges of turf areas must be neatly trimmed and maintained.
- Areas that have been mulched or where pine straw has been added will be maintained by adding new pine straw or be re-mulched and edged as necessary to preserve a fresh appearance.
- 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.
- 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.

#### \*17. 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 Home and Landscape Form available in the ARC Guidelines
- A site plan showing the lot 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

#### \*18. VACANT LOT MAINTENANCE

Any alterations of vacant parcels including changes in grade or tree removals are subject to prior ARC review. Any owner-planted vegetation, flowers, shrubs, new trees or hardscape features require prior ARC submittal, review and approval. Indigenous growth must be maintained to the standards established by the LCOA, which require that outside of each tree canopy, lots must be mowed a minimum of once per month for a total of six times during the growing season. 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.

\*The complete ARC Guidelines addendum is located on the LCOA website at [www.landfall.org/arc/](http://www.landfall.org/arc/).

#### 19. CORNER LOTS

The property owner of the corner lot must maintain corner lot landscape beds. All street and sidewalk edging is the responsibility of the lot owner.

#### 20. INVISIBLE UNDERGROUND FENCES

Invisible fences must be installed underground and be located on your property. Additionally, the fence must not be located in the road right of way area or within an easement.

#### 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.

## 23. POLICY FOR REPEAT FALSE ALARMS

Landfall Residents will be permitted two false alarm activation responses within a 12-month period without levy of fine. Upon the second false alarm activation within the 12-month period, a letter will be sent to the Resident requesting that he/she take steps to avoid future instances of false alarms. The correspondence will include the City of Wilmington's False Alarm Ordinance, as well as notification that upon the third false alarm activation within the 12-month period, the resident will be subject to levy of fine. The resident will have an opportunity at this time to request an Adjudicatory Panel hearing to refute the fine.

It should be noted that alarms resulting from severe weather or power outages will not be considered false alarms.

## 24. HALLOWEEN GUIDELINES POLICY

- If you wish to have your child participate in trick-or-treating, please do so within the hours of 5:30pm and 8:00pm.
- If you will be providing treats, please make sure that your garage and porch lights are on. If you do not wish to participate, please keep your garage and porch lights off.
- Halloween participants must respect the property and privacy of those Residents with lights off.
- No food or beverage vehicles, trucks, carts or the like shall be parked on any of the shared Common Areas or streets which must be kept open.
- No loud music shall be played from the shared Common Areas.
- Do not litter.

Remember to exercise great care when driving through the neighborhood on Halloween night since there will be many additional people walking in the community

## 25. DRONES

The use of drones in the Landfall community requires compliance with all applicable federal, state and local laws, as amended from time to time. The wildlife in the conservancy areas of Landfall governed by the NENHC should not be disturbed by drone activity. In no way should the usage of a drone become a nuisance or invade the privacy of any other resident within Landfall.

## **I. MISCELLANEOUS RULES**

1. Garbage collection days are Wednesdays, Thursdays and Fridays 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 by any Resident or Guest. 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 & Security Committee, Chief Administrative Officer 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 Chief Administrative Officer, the Property Owner shall pay the fee upon notice and demand of payment from the Chief of Security or Chief Administrative Officer.
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 & 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 WPD. 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 elapse 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 Chief Administrative Officer 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 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 WPD. 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.

## VIOLATION FEE SCHEDULE

This schedule is established for use as a guide in determining fees which may be assessed for violations of Landfall Covenants and Rules and Regulations. Fees are subject to change without notice at the discretion of the LCOA. Please note that this is not an inclusive set of fees.

### VIOLATIONS

|      |  | 1st  | 2nd   | 3rd            | Subsequent          |
|------|--|--|---|----------------|---------------------|
| 1 A. | Traffic Rules<br>Resident, CCL member & guest<br>Others                              | Warning<br>\$50  | \$50<br>\$100   | \$100<br>\$200 | \$100<br>\$200      |
| 1 B. | Reckless Driving or Exceeding speed limit of 15mph or greater<br>Residents<br>Others | \$100<br>\$100   | \$100<br>\$250  | \$100<br>\$250 | \$100<br>\$250      |
| 2. A | Parking Violation minor<br>Parking Violation major                                   | Warning<br>\$50  | \$25<br>\$75  | \$50<br>\$100  | \$75-\$100<br>\$100 |
| 2 B  | Eluding traffic stop   | \$50-\$100   | \$100   | \$100          | \$100               |
| 3.   | Bicycle/Skating Rules Violation  | Warning  | \$10  | \$25           | \$50                |
| 4.   | Animal (pet) Rules Violation minor<br>Animal (pet) Rules Violation major             | Warning<br>\$50  | \$50<br>\$75  | \$75<br>\$100  | \$100<br>\$100      |
| 5.   | Boat, trailer, camper, truck Violation   | Warning with request to move   | \$25 per day from date of 2 <sup>nd</sup> violation until violation ceases. |                |                     |
| 6.   | Use of fireworks   | Warning—up to \$100 fine   |   |                |                     |
| 7.   | Violation of Contractor Rules  | Warning up to \$100 fee for each day if violation is of a continuing nature        |   |                |                     |
| 8.   | Use Restrictions or Rules not specifically addressed                                 | Warning - up to \$100  | \$10-\$100 fee for each day if violation is of a continuing nature          |                |                     |
| 9.   | Harassment   | Warning - up to \$100 fine for all offenses plus attorney fees if applicable       |   |                |                     |
| 10.  | Violation of Rental Rules  | Warning  | \$50 - \$100 per day  |                |                     |
| 11.  | Trespassing  | \$200 fine for each offense  |   |                |                     |
| 12.  | Damages to Common Elements   | \$100 for each offense plus cost of repair   |   |                |                     |
| 13.  | Out of compliance ARC issues   | Warning – up to \$100 per occurrence per day with request to bring into compliance |   |                |                     |
| 14.  | Unapproved Property Modifications  | Warning—up to \$100 per occurrence; per day if not brought into compliance         |   |                |                     |

Fees are to be paid within 30 days at the Landfall Council of Associations Office, 1749 Drysdale Drive, Wilmington, NC 28405