

**SUMMERLIN FALLS HOMEOWNER'S ASSOCIATION, INC.
RULES & REGULATIONS and USE RESTRICTIONS**

ANTENNAS – SATELLITE DISHES: No outside radio or television antennas or satellite dishes shall be erected on any Lot or dwelling Unit within the Properties unless and until permission for the same has been granted by the Board of Directors or it's Architectural Control Committee. Any such antennas or satellite dishes must be screened, not visible outside the Lot and placement must be as per the Architectural Guidelines. (May not be fascia, trim or roof mounted without written permission.)

ANIMALS—PETS: No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are not allowed to run free and are at all times properly leashed and personally escorted and not become a nuisance or bother to other Owners. No animals, livestock or poultry of any kind may be raised, bred or kept in any Common Area or Limited Common Area. Pets must be restrained or confined within the Unit. Owners must promptly remove any and all animal excrement from any and all Common Areas and Limited Common Areas and Lot(s) and keep such area(s) clean and free of pet debris. All animals must be properly tagged for identification.

ASSESSMENTS: Regular monthly assessments are due on the 1st day of each month and payable not later than the end of that same month. A Late Charge Assessment of \$20.00 or 10% (which ever is less per NC law) per month on any more than a zero balance is applicable after the end of each month. After sixty (60) days late a collection letter will be issued per the Federal Fair Debt Collections Act. After ninety (90) days a letter will be issued per NC law informing the owner that he or she will be turned over to collections attorney to file lien and eventual foreclosure of the property.

DAMAGE TO PROPERTY: In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner, his family, guests, invitees, lessees, agents or employees, the cost of such maintenance, replacement or repairs, shall be added to and become an individual assessment to which such Lot is subject

FINES – PENALTIES: The Association may establish a schedule of fines for the violation of these Protective Covenants, Articles, By-Laws and Rules & Regulations. If an Owner does not pay the fine within 15 days (or with the next regular monthly assessment), the fine shall be an individual assessment against the property and may be enforced by the Association in accordance with Article 6. Violations of the above noted by an Owner, Owner's family, invitees, tenants or their invitees are subject to the following procedure.

1. **FIRST OFFENSE:** The Owner will be notified in writing (at the address of Association record) of the violation or non-compliant activity. A failure of the Owner to receive this notification (due to address change, vacation, etc.) shall not be a reason to claim a failure to receive such notification. After notification and allowing a reasonable time for delivery, subsequent violations of the same rule within 365 days will be subject to the following:
2. **SECOND OFFENSE:** Notification and posting of a fine in the amount of.....\$25.00
3. **THIRD OFFENSE:** Notification and posting of a fine in the amount of.....\$50.00
4. **SUBSEQUENT OFFENSES:** Notification and posting of a fine in the amount of.....\$100.00
5. An owner that is in violation may request in writing, within 15 days of the violation, a hearing before the Board of Directors at their regularly scheduled meeting. However, a disagreement with the rule, method of enforcement or request for hearing does not relieve the obligation to abide by the Covenant, Article, ByLaw, Rule or Regulation.

FIREPLACES: No wood burning fireplaces shall be constructed on any Lot or within any dwelling Unit. Decorative fireplaces with electric heating elements or gas logs and gas tanks may be allowed if permission is granted (in writing prior to installation) by the Board of Directors or its Architectural Control Committee.

FURNITURE – OUTSIDE: No furniture or personal property shall be permitted on the front porch except plants which must be approved by the Board of Directors (or their authorized representative(s)) No furniture or any other type of personal property or fixtures shall be permitted in any Common Area or Limited Common Area.

GARBAGE: All garbage shall be placed in a plastic bag(s), securely fastened and deposited in an appropriate garbage container. In the event a new resident moves in and there is an excessive amount of cardboard and moving supplies to be disposed of which may require an “extra” container dump, that resident (owner) is responsible for the cost of that service. (Residents are strongly encouraged to keep containers out of public view)

GRILLS – EXTERIOR COOKING: Outdoor cooking shall not be done under any covered roof or within 10 feet of the building. Individual owners and residents are responsible for the cleanup, storage of grills and if applicable, damage to Common or Limited Common Area. (See N.C. General Statute)

LEASING – RENTAL: Owners are required to furnish “Lessee” or “Rentor” information to the Association. This information shall include but not be limited to Lessee’s name, place of employment, emergency contact person, home/work phone numbers, make/type/license number of vehicle applicable to that Lessee. No unit or part of a unit shall be sublet. Owners are responsible to see that each lessee receives a copy of the Summerlin Falls Rules & Regulations and they are made part of any lease or rental.

LIGHTS—EXTERIOR: All light bulbs or other lights installed in any fixture located on the exterior of any building or any Lot shall be clear, white, or non-frost lights or bulbs.

NOISE: No resident shall make or permit (including pet noise) any disturbing noises in his unit that will interfere with the rights, comforts or convenience of others. The playing of stereos, televisions, musical instruments, etc., either inside the unit, outside the unit, from a vehicle on Common or Limited Common Areas, shall be kept at a level that will not disturb other residents. (Note: It is suggested that serious noise related complaints be first reported to the Police.) See NUISANCE

NUISANCES: No noxious or offensive activity or noise or odor shall be carried on or created on or upon any Lot, or any Common Area or Limited Common Area nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SIGNS - SOLICITATION: No “For Sale” or “For Rent” signs or any other signs or advertisements shall be permitted on any Lot or Common Area and facilities or Limited Common Area and facilities. No door to door solicitation is permitted.

STORAGE: See “USE”....See “FURNITURE-OUTSIDE”

STRUCTURES—TEMPORARY: No structure of a temporary character, including, but not limited to, trailer, tent, shack, garage, barn or other outbuilding, shall be used on any Lot any time as a residence either temporarily or permanently.

TREE REMOVAL: Tree removal is subject to (City and Federal Regulations apply) prior approval by the Board of Directors or its Architectural Control Committee. Federal Regulations relating to the Red Cockaded Woodpecker apply to “cavity trees” being removed. Substantial Local and Federal fines apply.

USE: All lots shall be used for single-family residential purposes except. Nothing shall be stored in any Common Areas or Limited Common Area with the prior consent of the Board of Directors; there shall be no obstruction of any Common Area or Limited Common Area; and there shall be no violation of the Rules and Regulations adopted by the Board of Directors.

VEHICLES: No truck nor other vehicle in excess of a three-quarter (3/4) ton capacity, boat, vessel, motor boat, camper, trailer, motor or mobile homes, or similar type vehicle or apparatus shall be permitted to remain on any Lot, or in parking spaces, or on any street at any time, unless by consent of the Association. No vehicle of any type shall be parked on any street in the subdivision. All vehicles, including motorcycles, must be parked only in a designated parking space as provided in Article 4, Section 10 or in a garage. All tools or other materials stored in vehicles for overnight parking shall be kept out of sight. No customized vehicles which are unsightly in appearance, as determined by the Board of Directors, shall be allowed. Parking on the grass is prohibited.

VEHICLES – JUNK: No inoperable vehicle or vehicle without current registration and insurance will be permitted on the premises (vehicles without current inspection are inoperable). The Association shall have the right to have all such vehicles towed away at the {vehicle} Owner’s expense.

WASHING VEHICLES – WATER: Washing of vehicles may only be done on the Owners parking area adjacent to the garage. Please use water conservatively. (Residents **must** not adjust irrigation timers.)

WINDOW TREATMENTS: All window treatments or coverings (curtains, drapes, etc. placed on windows or sliding doors so as to be exposed to the outside) must be *off white* (solid) in color as seen from outside the Unit.

N O T E: “Fines – Penalties are applicable to underlined headings.”

The Board of Directors for Summerlin Falls Homeowners Association, Inc. is authorized to make additional Rules and Regulations as may be required from time to time. These additional Rules and Regulations shall be as binding as all other ones previously adopted.

These revised Rules and Regulations adopted this the 17th day of September, 2002.

President: Summerlin Falls Homeowners Assn. Inc. **Attest)**
Secretary: Summerlin Falls Homeowners Assn. Inc.

SEE PROTECTIVE COVENANTS, RESTRICTIONS AND BYLAWS FOR ADDITIONAL

**SUMMERLIN FALLS HOMEOWNER'S ASSOCIATION
EXERCEPTS FROM PROTECTIVE COVENANTS, RESTRICTIONS AND BYLAWS
AS RECORDED AT THE NEW HANOVER COUNTY REGISTRY**

The following are some of the most referenced Association Covenants. However, they are not complete and if you have questions or require additional information, please review the complete set of documents.

ADDITIONS TO PROPERTY: No structure, building or improvement shall be commenced, erected or maintained upon the property, nor shall any exterior addition to , change or alteration be made, including change of cooler, until complete plans and specifications have been submitted and approved in writing by the Board of Directors or their representative(s).

BOARD OF DIRECTORS: (1) The Board of Directors is empowered to make and amend the Rules and Regulations governing the use of Common Area, Association Facilities and conduct of the lot owners, their tenants and guests. (2) To enforce the provisions of the ByLaws, Articles of Incorporation, Protective Covenants and the Rules & Regulations. (3) To foreclose on any unpaid assessments and liens against any property for which assessments are not paid after the thirty day due date or to bring action at law against the member personally obligated to pay the assessment. (4) To exercise authority with respect to land use restrictions and to establish and collect fines for breaches of such restrictions and Rules & Regulations. (5) Other powers as described in the Association Documents.

EMERGENCIES: In the event of an emergency, the Association has the right to immediate entry into a unit in order to remedy the problem, even if the resident is not present.

LAND USE: All lots / residences are to be used for single family residential purposes only.

PARKING: Marked parking spaces are for guest parking. Blocking of access to an owner's garage is a non-compliant action.

RENTAL: Rental agents are subject to prior Board of Directors approval. Rental contracts are subject to prior Board of Directors approval and must be for a period of not less than three months. (It is important that Association Rules and Regulations be made part of any rental contract.)

UTILITIES: In the event an owner fails to pay their assessment, Association furnished utilities may be terminated to that unit.

VOTING RIGHTS: The Association may suspend the voting rights of an owner for a Restrictive Covenant violation.

SEE RULES AND REGULATIONS FOR ADDITIONAL