



THE VILLAGE

AT MOTTS LANDING

Compendium of
Rules and Regulations
For the
Village at Motts Landing

August 7, 2024



COMPENDIUM OF RULES AND REGULATIONS

This document is intended to provide guidance to the residents and guests of Motts Landing with respect to the various rules, regulations, and procedures that govern the community. It is based on the community's By-Laws and Declaration of Covenants, which control if any inconsistencies exist.

Residents and guests assume all risk when using the facilities and common areas of Motts Landing. Motts Landing does not monitor the use of its facilities and common areas and will not be held liable for any injuries or loss or damage of personal property resulting from such use.



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GENERAL RULES AND REGULATIONS

1. **Appearance:** Each owner is responsible for preventing unclean, unsightly, or unkempt conditions of their home and grounds that may decrease the beauty of the neighborhood as a whole or the specific area.
2. **Exterior Changes to Buildings or Lots:** Except for alterations approved and built by the developer or his designee, owners may not make any exterior changes to their lot or home (for example, erecting a fence, affixing anything to the outside brick walls of the home, painting or repainting an exterior surface) without first applying for and obtaining written approval from the Architectural Review Committee (ARC) in such detail as required by the Committee.
3. **Use:** No lot shall be used for any purpose other than as a residence. This prohibition does not apply to a home office maintained in conjunction with a business conducted elsewhere.
4. **Nuisance:** Neither owners nor their guests may engage in any activities, nor maintain displays, signage, plants, animals, or things that are or may become an annoyance or nuisance to the neighborhood.
5. **Lot Maintenance:** Each owner shall keep their lot free from weeds, underbrush, refuse piles and unsightly objects. If an owner fails to do so, then the association may take remedial action at the owner's expense.
6. **Temporary Structures:** Owners may not erect any temporary structure without the prior written consent of the board of directors.
7. **Boats & Vehicles:** No boat, camper, bus, trailer, mobile home, tractor, truck rated at more than $\frac{3}{4}$ ton payload capacity, or pod type moving/temporary storage unit is permitted to remain overnight on any lot or street without prior written consent of the board of directors. Overnight parking requires that an email notification be sent at least two days prior to the date requested to the board/CEPCO for review, which the board reserves the right to deny. Parking for longer periods, not to exceed three days except in the case of a declared emergency, requires that the form "Request for Parking Vehicles on Homeowner's Lots" be submitted to and approved by the board. A copy of the form is included in the attached appendix and is on the CEPCO website - <https://cepcocincwebaxis.com>

8. **Inoperable Vehicles:** Only vehicles in operating condition with current registration are permitted on any street, lot, or common area. The association has the right to have non-compliant vehicles towed at the owner's expense. No repairs or maintenance may be done on streets or driveways, but only in garages or other areas not visible from the street.
9. **Animals:** Owners may keep no more than three household pets per residence. Pets may not run free and must always be leashed and under the control of their owner so as not to be a nuisance to the neighborhood. If an animal becomes a threat to the health or safety of residents, the association may require the owner to remove the animal. Owners may not keep on the premises livestock or poultry of any kind, or any animal for commercial purposes.
- 9A. **Dog Walking:** Dogs are to be walked on a leash, on the sidewalks, streets, or common areas – not on individual yards. Picking up dog waste is mandatory. Owners who do not comply are subject to a fine from the association.
10. **Antennas:** ARC approval of antenna and satellite dish installations is required to address potential safety concerns with such installations.
11. **Exterior Light color:** All exterior lights must be a uniform white in color.
12. **Landscaping:** Lot owners must maintain sod in the front, side, and rear yard areas of their lot in a healthy and lush condition to prevent erosion, stormwater runoff, and any damage to wetlands or other stormwater runoff basins or facilities. Dead or unhealthy sod, trees, plants, or other vegetation must be promptly removed and replaced. Lot owners are liable for any cost, claim, or expense arising from any damages to wetlands or other stormwater runoff basins or facilities caused by the lot owner's failure to maintain sodding in the front, side, and rear yard areas of the Lot.
13. **Common Areas:** No one may make any alteration to any common area without the prior approval of the board of directors. Motorized gas and electric vehicles such as dirt bikes and ATVs are not permitted on common elements or unbuilt lots.
14. **Community and Estate Sales:** One home estate sale is allowed with the approval of the board of directors within one year after the death of a resident. One yearly community sale is allowed under the terms and conditions approved by the board of directors. No other yard or tag sales are allowed.
15. **Trash/Recycle Bins:** For trash and recycle pickup, containers should be put to the curb after 3pm the night before and returned to their storage location before 6pm the day of pickup.



16. **Leases:** No property lease, including Airbnb and similar vacation rentals, may be made for less than one year except for leaseback arrangements pursuant to the sale of the property.



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ARCHITECTURAL CONTROL GUIDELINES

The objective of the developer (as to new construction), the board of directors (BOD), and the Architectural Review Committee (ARC) is to maintain the condition, curb appeal, character, continuity, and integrity of the Motts Landing community. To that end, use restrictions and architectural controls are set forth in the recorded Declaration of Covenants, Conditions & Restrictions of the community. The architectural review process is used by the developer (as to new construction) and the ARC to review owner requests to make alterations to their property.

Homeowners are advised to read the Declaration document posted on the Motts Landing HOA official website, www.cepc0-nc.com. The ARC has the authority to approve or reject any requested changes to the exterior of a house or on an owner's property. The committee's mandate is to approve or deny applications fairly and consistently.

An owner's failure to receive approval prior to making any addition or alteration to their property, except as specified in the General Rules and Regulations above, may subject them to enforcement measures taken to the fullest extent permitted under North Carolina law, including fines and/or mandated remediation of the property to the condition that existed prior to the unapproved addition, change, or alteration having been made. Failure to complete projects as approved will be subject to the same enforcement measures.

Refusal or approval of ARC applications may be based on a variety of factors, including, but not limited to, aesthetic and environmental considerations and consistency with the design characteristics of the community.

The following is a summary of some of the criteria used in reaching architectural decisions on some of the more common requests.

The ARC guidelines reflect the most current BOD standards for Motts Landing and supersede all previous ARC guidelines and related publications.

An alteration or element that was previously approved and installed on a property (prior to the date of this document) based on documented prior approval will be "grandfathered." The owner has the right to maintain such an alteration or element in its original condition but may not change or replace it with any variation without ARC approval.

1. General Construction Requirements:

1a. All homes in the community must have a minimum of 2000 square feet of enclosed heated dwelling area. Only homes of brick construction will be approved. The home, including



driveways, patios and all impervious materials must not exceed the designated impervious surface for the lot as specified in appendix "A" of the Declaration of Covenants. As of the publication of this document, the latest appendix "A" is dated August 10, 2022

New Hanover County Register of Deeds - Book 6586 Page 1873

<https://search.newhanoverdeeds.com/NameSearch.php?Accept=Accept>

1b. No exterior wall of a residence, or any other structure, including fences or pools, may be built or altered on any lot until the plans and specifications showing the nature, kind, shape, height, colors and location of such structure or alteration is submitted to and approved in writing by the ARC. The only exception being structures built by the builder prior to the Certificate of Occupancy being issued.

1c. All home utilities such as propane tanks, air conditioners, generators, mini-splits, and pool pumps and controls must be screened behind a structure or plant material such that they are not seen from the street or their neighbors.

Exceptions to the above will be made when one of the following conditions occur:

- i) Home utility is less than 36 inches from the property line
- ii) Screen or plant material placed at the property line does not allow room to service the utility
- iii) Screen or plant material will prohibit landscape maintenance.

2. Roof, Door & Trim Colors & Repainting:

Roof

2a. Houses are to have the same color roof shingles and exterior trim as others in the section in which they are constructed.

Door and Trim Colors & Repainting

2b. Many of the paint colors used in Motts Landing are no longer available. Front door(s), door trim, and/or sidelight(s) may be painted/repainted in the original color or color matched equivalent without ARC approval. In addition, the following colors, or color matched equivalents, have been approved, in satin or matte, for use without ARC approval.

Benjamin Moore - Black Satin

Benjamin Moore – Mink (Brown)

Benjamin Moore - Manchester Tan

Benjamin Moore - Louisburg Green

Benjamin Moore - Saybrook Sage

Sherwin Williams - Salty Dog (Navy)
Valspar - Quiet Red

The application of any other color requires ARC approval.

3. Driveways:

3a. Driveways are to be exposed aggregate or brushed concrete consistent with those in the section in which they are constructed.

3b. No edging of any type is permitted along any driveway or walkway that abuts a lawn.

4. Lights and Markers:

4a. Marker lights or reflectors along driveways are not permitted. Ground lights (not reflectors) are permitted along the front door walkway but style and placement must be approved by the ARC

4b. ARC approval is required for the installation of solar-powered lawn lights.

4c. *Guidance:* The ARC application for solar lights must include pictures and dimensions of the lights plus a drawing showing the exact proposed placement.

4d. For safety reasons, solar powered ground lights are permitted along the front door walkway. The ARC must approve style and placement.

4e. For safety reasons, solar powered ground lights not to exceed six inches in height are permitted at the junction between the street curb or sidewalk and driveway. The ARC must approve style and placement.

5. Flags and Garden Flags

Flags

5a. ARC approval is not required to display an official flag of the United States and a flag of one of the following: a branch of the armed forces of the United States, the State of North Carolina, or a college or sport team. Such flags may be no greater than four feet by six feet and must be placed on the front or street facing side of a house. A free-standing flagpole or a house mounted pole may be used.

5b. *Guidance:* If using a free-standing flagpole, the placement and size of the flagpole is subject to ARC approval.

5c. *Guidance:* Flags that either explicitly or implicitly promote a social agenda or cause are not permitted.

5d. *Guidance:* Flags supporting any political party are not permitted.

Garden Flags

5e. ARC approval is not required to display one garden flag on the front or street facing side of a house. Such a flag may be no larger than twelve inches by eighteen inches and may depict a season, holiday, event, or similar occasion, or be the flag of a member country of the United Nations.

5f. *Guidance:* Garden flags that either explicitly or implicitly promote a social agenda or political party are not permitted. Only one garden flag is permitted per residence.

6. Political Signs:

6a. ARC approval is not required to display up to three political signs during a general election with a maximum dimension of three feet by four feet for forty-five days before and thirty days after the election.

6b. Political signs may be displayed in street facing windows under the same conditions as an alternative to but not in addition to yard signs.

6c. Only signs promoting a candidate or party are permitted. Negative, derogatory, or offensive signs are prohibited.

7. Decorative Items, Non-natural Elements, & Hoses:

7a. ARC approval is required for all wall art, placards, signs, ornaments, and other non-natural elements on the front or side of a house or to be displayed on the exterior of a house.

7b. *Guidance:* For ARC purposes a side yard is defined as the yard areas on both sides of a house running from the front corners of the house along its side walls to its back corners. For a corner lot, on the street side, that side yard extends out to the inner edge of a sidewalk, if present, or otherwise to the inner edge of the curbing, and extends past the back corner of the house to the rear property line.

7c. *Guidance:* Non-natural elements height may not exceed twenty-four inches. Non-natural elements constructed of two components may not exceed a total of twenty-four inches.

7d. *Guidance:* When hoses are not in use they must be stored out of sight.

8. Outdoor Furniture:

8a. Permanently placed outdoor furniture on a driveway may be permitted with ARC approval, but only when no porch is available, the furniture does not hamper ingress and egress from the driveway or garage, the furniture is of a style and color that blends both with the property and the aesthetic of the community, and the furniture is clean and otherwise well maintained.

9. Porch Furniture

9a. ARC approval is not required for traditional porch furniture to be placed on a front porch.

10. Flowerpots:

10a. ARC approval is not required to place up to a total of six decorative flowerpots on the driveway, entranceway, and/or in front and side yard flower beds. Placement of more than a total of six decorative flowerpots in these locations requires ARC approval. Pots must be maintained in serviceable condition and contain healthy plants.

10b. *Guidance:* No rubber, nursery, or similar supplier furnished flowerpots are permitted.

11. Flower Bed Covering, Shrubs, Flowers, Grass, Sod, Trees, and Edging:

Flower Bed Covering

11a. ARC approval is not required to replenish or replace existing bedding material with like material (type and color). Changes in existing bedding material, type, or color require ARC approval. All beds must be kept in good condition.

Shrubs and Flowers

11b. ARC approval is not required for changes to shrubs and flowers in existing beds.

Sod

11c. ARC approval is not required to replace sod anywhere in a homeowner's yard provided the sod is of the same type of grass currently present. Changing grass type requires ARC approval. To avoid damage to new sod, a string or marker no higher than twelve inches from the ground is allowed until the sod takes root.

Grass Seed

11d. ARC approval is not required to seed anywhere in a homeowner's yard provided the seed is for the same type of grass currently present. Changing grass type requires ARC approval. To avoid damage to new grass seed, a string or marker no higher than twelve inches from the ground is allowed until the grass takes root.

Trees

11e. ARC approval is required for the removal of any tree regardless of location. Approval to remove a tree from an owner's property may be granted if:

- Tree is within forty feet of the house.
- Tree is at any distance from the house and is found to be an imminent threat to the dwelling.

11f. No tree or any vegetation in a designated wetland or COD (North Carolina Conservation District) within a homeowners' property, or in a HOA common area, may be removed, trimmed, or otherwise disturbed without ARC or board of directors' approval.

Edging

11g. ARC approval is required for the installation of any type of bed edging.

11h. *Guidance:* No edging of any type is permitted along any driveway or walkway that abuts a lawn. An exception will be allowed when a steep grade causes the bedding material to flow onto the sidewalk or street.

12. Outdoor Lighting:

12a. ARC approval is required for all lighting regardless of location and type (low voltage, 110V or solar).

12b. *Guidance:* Back of house outdoor lighting (motion, timer, or switch controlled) may be approved-if it is focused so as not to intrude on any adjacent dwelling or backyard.

12c. *Guidance:* For security purposes, front yard outdoor motion activated-lighting may be approved if it is focused so as not to illuminate any street or dwelling.

13. Welcome and Name / Address Signs:

Welcome Signs

13a. ARC approval is not required to display a "welcome" sign placed in front of a house, on the front porch, or in a flower bed, so long as it is placed on the street facing side of the house. The sign cannot be larger than eighteen inches by five feet.

Homeowner's Name Address Signs

13b. ARC approval is not required for a sign, measuring one by two feet or less, placed in a flower bed displaying a homeowner's name and/or street address only.

14. Final Approvals:

14a. Upon completion of an ARC approved project, a request for final approval must be submitted to the ARC. The request seeking such approval must contain pictures sufficient to show the completed project is in accord with the ARC's original approval of the project.

15. Impervious Surface Allowance:

Each home site constructed in Motts Landing has a square foot total calculated into its construction that is comprised of the house and driveway footprint and any other hardscape added as a horizontal surface. The information recorded on every ARC application is necessary to determine if the requested site modification maintains the allowable BUA (Built-Upon Area) for each home site. If the allowable impervious surface is exceeded, the homeowners request will be denied. The owner may alter the requested project to meet the BUA allowance and submit a new request for the project. As of the publication of this document, the latest BUA allowance can be found in the Declaration of Covenants Appendix "A" dated August 10, 2022. New Hanover County Register of Deeds - Book 6586 Page 1873

<https://search.newhanoverdeeds.com/NameSearch.php?Accept=Accept>

It is important to understand that the capacity of each pond is allocated to all lots served by that pond as an allowable square footage of impervious surface per lot. If an owner installs impervious surfaces more than the amount allowed for their lot, they are in effect denying their neighbors the right to fully use the impervious surface allowance for their lots.

The built upon area (BUA) and impervious area for the community must be balanced with the capacity of the retention ponds to manage flooding and control storm water runoff from building roofs, walkways, driveways, patios, and streets. Each lot has a maximum BUA that is calculated by the design engineer into the pond design and size. Building more hard surfaces increases runoff and could cause the pond capacity to be exceeded. The retention pond construction, calculations and maintenance are regulated by the North Carolina Department of Environmental Quality via a separate storm water permit issued to the permit holder (i.e., the developer and upon turnover the HOA) for each retention pond. Each permit specifies the amount of impervious surface allowable for a particular retention pond.

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CLUBHOUSE AND PAVILION USE

1. These facilities are available for use from 6:00 am to 11:00 pm.
2. **IMPORTANT:** The facilities are alarmed with an after-hours burglary system. The Police/Sheriff will be dispatched if anyone tries to access or is inside the clubhouse or pavilion from 11:00 pm to 6:00 am. Please ensure all event coordination/set-up/break-down/ clean-up is performed with these hours in mind.
3. These facilities are for the use of the members and residents of Motts Landing. Courteous treatment of others will provide a pleasant and harmonious environment at the facilities.
4. Courteous behavior includes refraining from the use of abusive language, intoxication, boisterous conduct, running, shouting, shoving, and using loud radios or other sound amplification equipment.
5. Alcoholic beverages may be consumed at the facilities by anyone twenty-one years of age or older. State law governs alcohol consumption. The association does not monitor alcohol consumption and will not be liable for any violation of state law or related incidents. Members and guests are expected to comply with state law.
6. While the annual budget of the association provides for routine custodial service, it is the responsibility of association members to remove any trash or articles when using the facilities. Properly sealing trash containers will help prevent insects and other nuisances.
7. Wet swimsuits are not permitted inside the clubhouse or pavilion. Pool users should use the restrooms adjacent to the pool areas.
8. Park only in designated parking spots. If the parking lot is full, utilize on-street parking.
9. The association is not responsible for property left in the facilities.
10. An event approved by the board of directors, managed by a Motts Landing committee and open to all Motts Landing residents may be held at either facility free of charge under the following conditions:
 - a. Refreshments may be served during a meeting or small group function.
 - b. The kitchen area must be thoroughly cleaned, and no food or drink left behind.
 - c. All trash must be disposed of in proper containers.
 - d. The facility must be returned to the condition it was in prior to the event so that professional cleaning is not required. Failing this, a deposit will be required for any future events held by the offending group and the cost of any cleaning and/or damage will be paid by the group.



11. Residents' guests may attend events at the facilities if they are accompanied by their host who is a member of the HOA, and their presence does not preclude attendance by an HOA member.
12. The clubhouse and pavilion are no-smoking/vaping facilities. This policy applies to the facilities themselves, porticos, and within one hundred feet of the pools.
13. No pets or animals are allowed in the facilities except for service animals, as defined by the Americans with Disabilities Act, accompanied by their owner.
14. No firearms are allowed at any time in the clubhouse or pavilion.
15. All those using the facilities should be alert for theft, vandalism, and/or the presence of strangers. If any suspicious activity is observed, please call 911 and alert CEPCO on (910-395-1500) immediately.

The clubhouse and pavilion are available for rent by HOA members for social purposes. It is not available for any business, political, religious, or non-profit organization (excluding Village at Motts Landing, Inc.) or for personal gain. A copy of the Rental Agreement is included in the attached appendix and is on the CEPCO website - <https://cepcocincwebaxis.com>

CLUBHOUSE AND PAVILION POOL RULES

The pools are open for the residents of Motts Landing during the pool season (mid-April to September).

Violating rules could result in forfeiture of pool rights for the season.

1. Pool hours are from 6:00 am to sunset during the pool season.
2. No night swimming is allowed.
3. The pool (except as restricted by activities pre-approved by the board of directors) and pool areas are open for use by all residents during pool hours.
4. Swim at your own risk. No lifeguard is on duty.
5. Life rings, other safety equipment, and the pool phones are for emergency use only.
6. No diving: pools are too shallow.
7. Residents and guests using the pool must respect swimmers doing laps by not blocking their path.
8. Residents must accompany guests at the pool. Pool guests are limited to four per household. This will be strictly enforced because of pool size and pool furniture availability given the number of residents of Motts Landing.
9. Children under the age of fourteen must be accompanied by a resident.
10. Lower table umbrellas and place chairs correctly around the tables and pool area when leaving.
11. Shower before entering the pool.
12. The HOA is not responsible for the loss, theft, or damage to any personal property.
13. Report any theft, vandalism, or the presence of unauthorized users to CEPCO (910-395-1500) and/or law enforcement, as appropriate.
14. Without exception, glass and other breakables are not permitted in the pool areas.
16. Alcoholic beverages may be consumed on the pool deck only by those twenty-one years of age or older.
17. Alcoholic beverages may not be consumed by any person under the age of twenty-one in the clubhouse, pavilion, pool areas or on any other property maintained by the Motts Landing HOA. The association does not monitor alcohol consumption and will not be liable for any violation of state law or related incidents. Members and guests are expected to comply with state law.
18. No food or beverage, except water, may be consumed while in the pools.
19. No abusive or offensive language, intoxication, boisterous conduct, pushing, shoving, or running is allowed in the pool areas.
20. Radio and other sound equipment volume must be maintained at a level that does not disturb others.
21. Proper swimming attire must be worn in the pools. No cut-off jeans, disposable diapers, or toilet training pants containing plastic are allowed in the pools.

20. Swim diapers are required for those not toilet trained.
21. Nudity is not allowed in the pool areas or other common areas of our community.
22. Do not flush disposable diapers, cloth or training pants containing plastic, or any other object down the toilets in the restrooms.
23. No smoking/vaping is permitted within one hundred feet of the pool area.
24. No pets are allowed in the pool areas except for service animals, as defined by the Americans with Disabilities Act, accompanied by their owner.
25. No firearms are allowed at any time in the pool area.
26. No skateboards, roller blades, scooters, bicycles, etc. are allowed at any time on the pool decks.
27. Only items designed specifically for pool use are allowed. No large pool inflatables. The use of these items must not interfere with other people using the pool.
28. Pool issues should be reported directly to CEPCO at (910) 395-1500.
29. With respect to activities approved by the board of directors, such as but not limited to water aerobics, residents that are not participating in the activity may use the pool deck and may use areas of the pool not in use by the approved activity. Non-participants may not disrupt any approved activity, nor can activity leaders or participants force nonparticipants to leave the pool deck or areas of the pool not in use by the activity.
30. The pools cannot be reserved for exclusive/private occasions.

Violation of any of these rules is subject to fines and/or loss of privileges as deemed appropriate by the Motts Landing Board of Directors.



PICKELBALL AND TENNIS COURT RULES

These courts are private property for the use and enjoyment of Motts Landing residents and guests.

1. Play is at your own risk.
2. Scheduled community play is on the Mott's Landing website. These scheduled times are designed for community enjoyment, and guests are limited to *one* guest per resident that is playing.
3. During non-scheduled play, a playing resident may have up to three non-resident guests to play on one court.
4. No glass containers are allowed on the court.
5. No pets are allowed on the courts.
6. No firearms are allowed at any time on the pickleball and tennis courts.
7. Please leave the courts in the same condition as you found them.
8. Use the trash containers provided for refuse. Do not leave trash behind.
9. No skateboards, roller blades, scooters, bicycles, etc. are allowed on the pickleball or tennis courts.

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FITNESS ROOM USE

The fitness room is an unsupervised facility housed in the clubhouse for the use of Motts Landing residents ages sixteen and above and their guests, provided the requirements set out below are met and the resident is present.

Age of Users

Those over the age of 18 may use the facility without supervision.

Those aged sixteen and seventeen may use the facility only after a Parental/Guardian Permission Waiver of Liability form has been completed. A copy of the form is included in the attached appendix and is on the CEPCO website - <https://cepcocincwebaxis.com>

Risks

Users of the fitness room acknowledge the possibility of injury associated with exercise and the use of equipment as part of exercise. Individuals using the fitness room facilities assume all risk of such injury, and by such use agree to hold harmless Motts Landing for any injury, and any losses or damages incurred because of such injury, which may result from the use of the facilities.



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FINE POLICY

An excerpt from NCGS § 47F (North Carolina Planned Community Act)

§ 47F-3-107.1. Procedures for fines and suspension of planned community privileges or services.

Unless a specific procedure for the imposition of fines or suspension of planned community privileges or services is provided for in the declaration, a hearing shall be held before the executive board or an adjudicatory panel appointed by the executive board to determine if any lot owner should be fined or if planned community privileges or services should be suspended pursuant to the powers granted to the association in G.S. 47F-3-102(11) and (12). Any adjudicatory panel appointed by the executive board shall be composed of members of the association who are not officers of the association or members of the executive board. The lot owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day more than five days after the decision that the violation occurs. Such fines shall be assessments secured by liens under G.S. 47F-3-116. If it is decided that a suspension of planned community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured. The lot owner may appeal the decision of an adjudicatory panel to the full executive board by delivering written notice of appeal to the executive board within 15 days after the date of the decision. The executive board may affirm, vacate, or modify the prior decision of the adjudicatory body. (1997-456, s. 27; 1998-199, s. 1.)

The Village at Motts Landing Policy

Consistent with the applicable provisions of NCGS § 47-F, The Village at Motts Landing has promulgated the following Fine Policy to be applied to violations. Violations of the Covenants, Restrictions and other Rules and Regulations are subject to fines as determined by the Board of Directors or adjudicatory panel appointed by the Board on a case-by-case basis.

Property owners are entitled to a hearing before an adjudicatory panel appointed by the Board of Directors before a fine is applied to the owner's account. Following the opportunity for a hearing, subsequent violations are subject to the hearing decision without further notice or subsequent hearings. Such fines are applied on a per diem basis for each observation of a violation. NCGS § 47-F makes no provision for appeal of the hearing decision nor appeal for violations that occur after the hearing.

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COLLECTION POLICY

Assessments are to be paid on or before the first day of the month in which they are due. A thirty (30) day grace period will be allowed during which payments may be received without penalty to allow for mail delays and other circumstances which may arise.

A late payment fee will be applied to accounts that remain unpaid for a period of thirty (30) days or longer may be referred to the association's collection attorney and a lien may be filed. Attorney's fees for this action are added to and become a part of the unit owner's account balance. Accounts that remain unpaid following the filing of a lien are subject to such other collection remedies as allowed by the Motts Landing governing documents and the North Carolina General Statutes including foreclosure on the unit.

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Appendix A

Frequently Used Forms

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Clubhouse (5950 White Heron Rd) / Pavilion (321 Glenn Ellen Drive) Rental Agreement

1. The Village at Motts Landing Clubhouse/Pavilion are available for rent by the Members of the Association. Such rentals are for social purposes such as a wedding reception, engagement party, birthday party, etc. It is not available for any business, political or non-profit organization (excluding Village at Motts Landing, Inc.) or for personal gain. The Clubhouse/Pavilion will remain locked at all times unless it is rented by a Member for a specific event. The Clubhouse/Pavilion is not available for individual member or neighborhood group rental on the following holidays or on weekends closest to these holidays. Holidays include Easter Weekend, Memorial Day Weekend, Independence Day (July 4th), Labor Day Weekend. Individual and neighborhood group rental will be accepted for New Year's Eve, New Year's Day, Thanksgiving Day, Christmas Eve and Christmas Day and weekends closest to these holidays. No reservations for these holidays will be accepted more than ninety (90) days before the desired rental date. Additionally, no one person or neighborhood group will be allowed to rent the Clubhouse/Pavilion for the same date for two consecutive years unless no other requests for the date are received.
2. If the front doors are left open for guests of an event, the doors and gate from the Clubhouse/Pavilion to the pool area must remain locked at all times during use of the facility.
3. Parking is only allowed in designated areas. This will help protect the common areas around the Clubhouse/Pavilion and other landscaped areas.
4. There is NO SMOKING/VAPING in the Clubhouse/Pavilion, the front, or the rear area with the chairs or anywhere on the Pool Apron or within 100 feet of the pool.
5. The procedure for using the Clubhouse/Pavilion for events is as follows:
 - A.). Reservation forms are available through the Association management office.
 - B.). A **non-refundable rental fee** as set by the Board of Directors will be collected **in advance at the time the reservation is made**. At the present time that fee is \$100 for an 8-hour period. An additional fee may be charged for a period in excess of 8 hours (an additional \$100 per 4-hour period).
 - C.) Checks are payable to Village at Motts Landing, Inc. and payment is due 10 days prior to event.
 - D). Members are responsible for securing the Clubhouse/Pavilion and its grounds at the end of their rental period. Securing the facility includes removal of all trash, returning furniture and furnishings to their original locations and ensuring the restrooms and exercise room are accessible should a Member visit the Clubhouse/Pavilion
 - E). In addition to the reservation form and the \$100 rental fee, a **security deposit of \$200 (payable by separate check)** is required. The security deposit check will be returned if no damages are found to the Clubhouse/Pavilion and its contents, if none of the policies stated herein are violated, and if extraordinary cleaning is not required to properly clean and secure the facilities.

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Waiver and Release of all Claims

As a parent/guardian of participant(s) in the use of the exercise equipment and common areas of The Village at Motts Landing including any programs and activities held there at, I recognize and acknowledge that there are certain risks of injury, whether physical, mental or psychological and I voluntarily agree to assume the full risk of any including death, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of participating in any and all activities connected with or associated with such program(s)/activities held on The Village at Motts Landing Homeowners' Association property. I further agree to waive and relinquish any and all claims I or my child/ward may have as a result of participating in the use of fitness equipment or program(s)/activities held on The Village at Motts Landing Homeowners' Association property against The Village at Motts Landing Homeowners' Association, including its independent contractors, officials, agents, volunteers, servants, and employees. I do hereby fully release and forever discharge The Village at Motts Landing Homeowners' Association and its independent contractors, officials, agents, volunteers, servants and employees from any and all claims from injuries, including death, damages or losses sustained by me or my minor child/ward and arising out of, connected with, or in any way associated with the activities of these program(s) activities. I further agree to indemnify, hold harmless and defend The Village at Motts Landing Homeowners' Association and its officers, agents, servants, and employees from any and all claims resulting from injuries, including death, damages and losses sustained by me or my minor child and arising out of, connected with, or in any way associated with the activities of the program(s).

**In the event of any emergency, I authorize _____
to secure from any licensed hospital, physician, and/or medical personnel any treatment
deemed necessary for me or my minor child's/ward's immediate care and agree that I will be
responsible for payment of any and all medical services rendered. I have read and fully
understand the above Waiver & Release of all Claims.**

Name: Parent / Guardian

Date

Parent / Guardian address

Name: Minor



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