

INLAND GREENS HOMEOWNERS ASSOCIATION (IGHOA)

RULES AND REGULATIONS

(Revised November 2016; also available on our web site: www.inlandgreens.net)

Please visit our web site for lots more information and important forms: www.inlandgreens.net

Inland Greens is, and prefers to be, primarily an owner-occupied community. A small number of conscientious and responsible tenants are welcome. Owners and tenants should subscribe to our "Email News Blasts" on the homepage of our web site to stay well-informed.

Definitions:

Per the Declarations, Article 1, Section 4: "Common Area" - shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Per the Declarations, Article 1, Section 9 "Limited Common Area and Facilities" – shall mean and include those common areas and facilities which are reserved for the use and benefit of a certain Lot(s) or Unit(s) to the exclusion of any other Lots or Units and as more specifically defined on the recorded plat maps of the association and as defined herein. Limited Common Areas shall include, but are not limited to: landscaping, irrigation, drainage, decks, patios, walkways or any other items *located within front courtyards*; landscaping, irrigation, drainage, decks, patios, walkways or any other items *located in rear enclosed courtyards*; driveways; and rear exterior sliding glass door deck/patios. The HOA has the right to enter limited common areas for inspections, treatments, repairs, etc. and therefore locking of front courtyard gates and backyard gates is not recommended; if locked, owner/tenants would have to unlock gates upon HOA request.

To maintain the unique qualities and attributes of our community for its' owners, **the following items are very important for all homeowners and their tenants to read, keep for reference, understand, and help assure adherence to by all residents.**

1. Use of Villas: All 192 Villas of Inland Greens shall be used for residential purposes only. As per the City of Wilmington Housing Code, **no more than three unrelated people may occupy a dwelling.** No temporary structure, trailer, tent, basement, or outbuilding shall be used, erected, or maintained on any lot at any time for residential use.

a. An "IGHOA Owner Information Form" must be completed and on file with our property management company each time there is a change in any data (new address, new email, new lease, etc.). The form is available on our web site. Please provide a current email address for efficiency of communication with your HOA.

b. Owners who choose to rent their villa are responsible for reviewing these Rules and Regulations with their tenants/rental agents and ensuring their tenants have a current copy of this document attached to their lease! *The homeowner is ultimately responsible for all actions of their tenants. The HOA deals with the homeowners; the homeowners deal with their tenants and/or rental companies.* Any violations by tenants will be communicated to the homeowner, and fines will be levied upon the homeowner. Proper communication of these Rules and Regulations to tenants and realtors will prevent and/or minimize problems and misunderstandings.

c. A homeowner must notify the Property Management Company that their villa is/will be rented. A copy of the current lease (that specifies the names of all current tenants and is preferably for 12 months or longer) is required to be filed with the Property Management Company. A change of any tenant must be reported in writing within 20 days and/or a new lease submitted. No sub-leasing is allowed. Non-resident owners may either transfer their rights to all amenities to their tenants, or they may choose to withhold those rights from their tenants (i.e. both parties may not have rights to the amenities such as the pool, sport courts, storage corral, etc.).

- 2. Parking:** Parking space is very limited in our community. Our streets are narrow and must be accessible at all times for access by emergency vehicles. Cars improperly parked degrade the safety and appearance of our community. *Parking space varies per villa based on the size of the driveway and use of the garage.* **Parking or driving on any grass, landscaped/natural area, or driveway divider at any time is strictly prohibited.** Additional temporary, short-term parking for residents' or guests' vehicles is available at the Clubhouse or the Storage Corral parking lot on Chester Street. Overnight street parking (1:00 a.m. - 6:00 a.m.) is prohibited for fire and safety reasons! Towing, at the vehicle owner's expense, will be enforced. To report a violation or retrieve a towed vehicle, contact the towing company clearly listed on the signage at each of our entrances.
- 3. Driveways: All vehicles per villa must be parked within a garage or driveway, not overlapping the street or the driveway divider between driveways.** Driveway dividers are common area and maintained by the HOA with stones and/or plants. Plants should not be installed in driveway dividers by residents. No more than 2 small potted plants may be placed in the divider or on the driveway beneath the address #s. Plants must be small, easy to maintain/manage for debris and leaf removal, and not block the visual view for safety. Driveways are power washed by the HOA when villas are restained; owners may do so at other times. Any damage (ie. cutting of concrete for water/sewer repairs, etc.) or stains to driveways must be repaired/cleaned at the owner's expense. Driveway routine repair (such as caulking) and replacement, when deemed necessary by the HOA, is an HOA responsibility.
- 4. Vehicles, Recreational Vehicles, Boats, Trailers, Storage Pods, construction dumpsters, etc.:** No boat, pleasure craft, camper, trailer, motor or mobile home, bus, truck (over six wheels), inoperable vehicle *or* vehicle without a current license plate, registration or insurance shall be permitted on any lot, driveway, or in villa driveways (unless it is garaged) or the temporary short-term parking at the Clubhouse at any time. The HOA has the right to have any vehicles in violation towed at the vehicle owner's expense. All boats, RVs, and trailers must be stored in the Storage Corral or at an off-site storage facility, if corral space is unavailable. See separate Third Corp document regarding Storage Corral details and rules. Storage pods may be in a driveway only if currently being used and only for a maximum of 4 days. No construction dumpsters allowed. **Vehicle repairs** are to be made inside garages and not visible from the street.
- 5. Speed Limit:** The speed limit throughout our community is 19 mph. We encourage, and have, lots of walkers/joggers, cyclists, and dog walkers that need to be safe. Please drive slowly and cautiously and yield to pedestrians and cyclists. Let's keep everyone safe!
- 6. Nuisances/Annoyances:** Any distasteful, offensive, dangerous, unsightly activity or item/object that is, or may become, an annoyance to the neighbors or community is not permitted. Examples are: loud noise or music, towels or items hung over gates/fence, trash or unkempt conditions of property, offensive odors, etc. Activities or items on decks/patios, in courtyards or driveways, and in common areas must be considerate of neighbors!

- 7. Outdoor Items and Furniture:** Grills, gardening equipment, tools, work benches, toys/play equipment, trash cans, cleaning items, clothes lines, etc. shall not be left/kept in common areas or visible areas of courtyards (unless completely concealed from view) or in the rear of villas on decks/patios (unless the backyard is enclosed). No grills, tiki torches or fire should be within 6 feet of the wooden villa siding. Outdoor items and furniture, in good repair, may be placed on the deck/patio at the rear of each villa but *not in the grass or landscaped areas*. The furniture must be in good repair and removed during stormy weather to prevent damage to glass doors. The IGHOA will not be responsible for such repairs.
- 8. Decorations, Flags, Windsocks, Flowers/Plants:** One flag or windsock may be installed on the post of the courtyard fence or above the address numbers on the garage. One (1) small decorative plaque, wreath, basket/pot of flowers, or a garden/decorative item may be placed on either the front of the villa above or below the address numbers, or on the gate, or outside the courtyard on the walkway or on the driveway in the area below the address numbers. No items (pots/potted plants, solar lights, furniture, fencing, yard art, birdbaths, flags, etc.) are allowed in the grass/landscaped areas that could impede mowing or maintenance. **Holiday decorations** (only) are permitted on the gabled area of the villa and any holiday decorations must be installed and removed within 3 weeks time prior to, and after, the holiday.
- 9. Trash:** All garbage and trash must be kept in containers completely concealed from view and stored in garages, front courtyards, or enclosed back yards except on collection day(s), when the items must be placed in the driveway, not on the grass (which can damage grass and irrigation heads). Containers are to be brought back inside, out of view, on the day of collection. Trash/recycling containers must be concealed from view from streets and any common areas. Doubling the pickets on the front fence is allowed for concealment purposes. Lids on cans must be closed (to avoid litter) when placed out for collection and extra items must be bagged or sealed to prevent litter. No construction dumpsters allowed.
- 10. Propane/Fuel Tanks and Wood Piles:** These items must be completely concealed from view from any common areas or streets. For aesthetic reasons they should be screened by HOA approved fences and/or HOA approved plantings. Woodpiles may not be placed against wooden siding or fencing (to prevent bugs, termites and a fire hazard).
- 11. Enclosed Backyard and Front Courtyard Maintenance:** The front courtyards and enclosed backyards are limited common area and are the responsibility of the homeowners to maintain and repair. If a villa has an enclosed backyard, it is the homeowner's responsibility to maintain the enclosed portion of the yard at their own expense. The IGHOA may require that an overgrown or unkempt courtyard or backyard be cleaned and properly maintained and in good repair. At least 2" of concrete foundation of the villa must be exposed (ie. no dirt, mulch (especially pine straw) or vegetation against wood surfaces) to avoid termites and decay. Vegetation must be pruned at least 6" away from the foundation, wooden siding, gutters, roof, fence, etc. Trees, ivy, hedges, shrubs, and/or their root systems must not intrude on the fence, gutters, driveway, foundation or patio. This will be considered a "nuisance" and fines may be levied in accordance with the Rules and Regulations Compliance Enforcement Process. The cost of pruning, repair and cleanup (to fencing, siding, courtyards, etc.) will be the owner's expense. Uncontrolled growth of weeds or grass to a height of eight inches or more is considered a public nuisance, as per the City of Wilmington Code.
- 12. Gutters, Downspouts and Rain Barrels:** All must be well-maintained and kept clean and connected. Downspout extensions (black pipes) are important for water flow away from the foundation and must be replaced at the owner's expense if damaged or removed. Additional gutters and down spouts, especially on the eaves in the back of the villas, are encouraged to help with proper drainage; however, installation is at the owner's expense. Rain barrels are allowed if aesthetically attractive and properly installed. If gutters are cut for rain barrel installation, they must be replaced or the rain barrel must remain if the villa is sold.
- 13. Exterior Lighting:** All light bulbs or other lights installed in any fixture located on the exterior of any building is the responsibility of the homeowner. The HOA encourages residents to use their exterior eave lights for safety and security at night.

- 14. Signs:** No signs shall be permitted on any villa, lot, fence/gate, or common area except an official security company sign or, if necessary, a small pre-approved "Beware of Dog" sign (on the gate) with written permission. Advertising signs (such as "For Rent" or "For Sale") or commercial, business signs are not permitted. Contact the Property Management Company to request sign information and permission. "Open House" signs are allowed on Saturday and Sunday only between the hours of 12:00 noon and 5:00 pm. Due to shallow utility lines in our community, no sign post may be put into the ground. Tent signs must be used.
- 15. Solicitation:** Solicitation of any type is strictly prohibited in our community. Only HOA official information (important HOA notices, etc.) will be delivered to villas when, and if, necessary. Courtyards are "limited common areas" and privacy is respected.
- 16. Yard or Garage Sales:** These activities are strictly prohibited in our community and fines will be assessed to homeowners.
- 17. Repair and Maintenance Responsibilities:** Any damage due to the *negligence or conduct* of the homeowner or their tenants or guests is the financial responsibility of the homeowner and must be reported and repaired *immediately* with correct, HOA approved materials (ie. garage door panels must be replaced with the correct type/color, stain must be the same, gutters or replacement windows must match, etc.). Damage must be reported immediately (rotten wood, exterior leaks, termites, driveway damage, etc.). **Any damage or needed repairs not reported to the property management company within 30 days of the damaging incident is the responsibility of the owner, due to the delay.** The IGHOA is responsible for routine repairs to the exterior of the villas, fences, roofs, driveways (caulking), siding, decks, landscaped areas & plantings in common areas (not enclosed backyards or courtyards), gutters and downspouts.
- 18. Irrigation System: Sprinkler heads are located in the grass and very near the streets and driveways - they can be easily damaged by vehicles parking improperly.** Any sprinkler heads or irrigation lines damaged by any owner, or their guests, invitees or tenants will be repaired at the owner's expense. Report broken sprinkler heads to the Property Management Company and arrangements will be made for repairs to be made by the IGHOA landscaping company.
- 19. Landscaping:** The IGHOA has a contract with a professional landscaping company for our common areas (areas outside of the enclosed back yards and courtyards, including driveway dividers). ***A homeowner must request in writing and receive permission from the Board of Directors for any changes, items or plantings in a common area.*** Plants in common areas are the property of the HOA and will be maintained by the HOA as deemed appropriate. Plantings must be low maintenance, attractive, drought tolerant and low growing for vehicle/pedestrian safety, and in keeping with the style and appearance of our community. Native plants are recommended and an approved IGHOA Plant List is available on our web site. No items (solar lights, furniture, pots/potted plants, "yard art", fencing/edging, trash cans, etc.) should be placed in, or near the edge of, the grass or landscaped areas that would impede mowing or ease of maintenance. Landscaping requests must be made in writing to the Property Management Company - not directly to the Landscaping crew or contractor. Mulch should not be placed close to the wooden siding or fences for fire safety and should not be deep. Dark shredded hardwood mulch is the preferred mulch material and will be used by the HOA in common areas (except under pine trees).
- 20. Animals:** Dogs, cats and other household pets are allowed provided they are well-cared for and supervised and not kept for any commercial purposes. Pets are not allowed off-leash and must be escorted and supervised *at all times* when they are outside of a villa or courtyard. They cannot be tied out in a common area. Pet waste must be collected and removed immediately from common areas, courtyards and enclosed backyards. *Preferred pet waste areas are mulch/natural areas, not our grass or flower beds.* Violations should be reported by anyone to the Property Management Company and fines may be imposed. The Board of Directors has the right to have a pet removed/expelled from the community if it is a nuisance and/or the owner is out of compliance with any of the above regulations.

21. Termite Protection and Information: Any evidence of termite activity should be reported to the Property Management Company immediately. The IGHOA maintains a service contract for an annual termite inspection. A two inch vertical clearance between the bottom of the villa's wood siding and the ground/dirt/leaves/mulch must be maintained within the courtyard and enclosed backyard by the homeowner, and by IGHOA landscaping contractor in the other areas. This provides two inches of exposed concrete slab foundation. An annual inspection will be conducted and residents will be notified to make their villa available for inspection to maintain our termite bond for the community.

22. Insurance Information: The IGHOA has a Master Policy for the community. This policy should be examined by the homeowner when purchasing the homeowner's individual HO-6 policy. Our property management company can provide the name of our current insurance agent. In case of a loss, the IGHOA Master Policy agent should be notified by the homeowner. The Master Policy has a \$10,000 deductible for a single villa loss. In case of a common disaster, the Master Policy will only replace the villas to the original builders grade as stated in the policy. The homeowner may want to purchase additional insurance to cover the interior upgrades as well as the personal items not covered in our Master Policy. The homeowners may be assessed for their proportional share of the loss. Flood Insurance is not required but may be recommended by your HO-6 agent.

Note: As per the change to our Declaration dated 11/12/2004, the homeowner is responsible for the \$10,000 deductible for any single villa insurable loss. Multiple villa losses would share the deductible proportionately.

23. Architectural and Exterior Information: *All architectural changes must be requested in writing to the Property Management Company and approved by the Board of Directors. Visit our web site for specifications and official Request Forms. The Request Form, if approved, must remain in the villa's file with the Property Management Company.*

a. Decks/patios: The property outside of your back door belongs to the HOA and irrigation wiring and piping are located in the rear of all villas. Carefully review the "**IGHOA Patio/Deck Specifications and Criteria**" document on our web site for detailed information. Request any proposed changes on the "**Deck/Patio Request Form**" in writing at least 3 weeks prior to desired renovation or replacement to allow time for review by our landscape and architectural committees. The HOA is only responsible for the repair, or replacement, of the original small wooden decks (less than 3'x8') located behind villas adjacent to City park property.

At the expense of the homeowner, the original size may be increased up to a maximum size of 10 feet (out from the villa) x 12 feet long x approx 5" high/off the ground. Visit our web site (www.inlandgreens.net) for a copy of "*IGHOA Patio/Deck Specifications and Criteria*" document to read carefully and submit the "*IGHOA Patio/Deck Request Form*". Slatted, composite decking material is preferred and recommended (vs. wooden material due to termites, decomposition, shorter life, etc.).

b. Shutters are permitted only on windows located in the courtyard or on windows of villas with an enclosed backyard. Any damage and/or deterioration to the siding behind or caused by the shutters, such as rot or holes, must be repaired at the expense of the homeowner. Storm shutters are allowed and must only be used/installed when needed, then removed.

c. Storage sheds may be placed in enclosed backyards only; not courtyards. They must not touch wooden siding or fencing. Their purpose is for a small workshop or storage only. Written specifications of size and placement must be submitted to the HOA Board of Directors for approval before any installation or construction begins. The homeowner assumes all responsibility for any upkeep, replacement, an act of God, or neglect as well as financial or otherwise, including damage to siding, fencing, adjoining property, i.e. caused by installation or poor water drainage, etc.

d. Satellite Dishes, Outside Radio/TV Antennas: *Preferred locations are enclosed backyards or the rear side of villas.* For aesthetic reasons, screening may be required by the HOA (at the owner's expense) and **satellite dishes should not be visible from the street.** *Poles/posts or masts in the ground should be used to prevent damage to wooden siding or fences.* Residents have a right to have a satellite dish but must, through a written agreement (the "IGHOA Notification and Agreement Form") accept responsibility for all damages that may result to property or people. Request the Form from the Property Management Company or our web site and submit it for written approval within a reasonable time (allow 2 weeks) for the Architectural Committee to review and approve it in writing prior to installation. Per existing criteria in the HOA's documents, and per the FCC Rules, **no dishes are to be installed in or on common areas (roofs, chimneys or exterior walls).** The HOA will not be responsible for any damages (from inclement weather, accidents, installation or maintenance, etc.) caused by the antennae. The homeowner assumes all liability and financial responsibility.

24. Violations, Notices and Compliance Enforcement Process and Fines: It is the HOA's hope that residents will adhere to the Rules and Regulations. However, if violations are observed or reported, a **Courtesy Notice** may be left at the villa and/or sent to the owner of the villa. If the violation is not quickly corrected, or if it is repeated, an official Violation Notice letter will be sent by the Property Management Company to the villa's owner. If the villa is a rental property, the owner must deal with their tenant(s).

The IGHOA is authorized to impose a fine up to \$100.00 per violation after a hearing, and after 5 days if the violation is not corrected a fine of \$100 per day can be applied to an owner's account.

- A notice of violation will be sent to the homeowner requesting compliance and stating the date of a hearing (if violation is corrected and a written response is sent to the property management company, a hearing may not be required).
- A hearing is held before an adjudicatory panel appointed by the Board of Directors to determine whether a fine should be imposed.
- An owner will be invited to present evidence and to be heard about why a fine should not be imposed for the violation(s) identified.
- While not binding on the adjudicatory panel as to whether a fine should be imposed, immediate correction of the violation will be considered by the adjudicatory panel in making its determination about whether to impose a fine.
- The homeowner will receive a notice of the decision whether or not to impose a fine(s) and/or suspend community privileges/services. If the owner has a key to the amenities, it can be recalled and must be relinquished. ***Continuing violations of the same nature do not require additional notice and hearings prior to fines being imposed.***

Pool, Sport Courts, Clubhouse and Storage Corrals: There are four (4) amenities that are managed by Third Corporation (Inland Greens/Cedar Ridge, Inc.) and have their own Rules that are officially our IGHOA Rules, also. Adherence to those rules is necessary. They are on our web site. *Please familiarize yourself and your guests with the Rules for the Swimming Pool, Sport Courts, Storage Corrals and Clubhouse.*

See Attachment A for "Third Corp Responsibilities" (streets, street lights, entrance signs, perimeter fencing, etc.)

For additional helpful and important information, such as "Answers to Frequently Asked Questions", property maps, etc., please visit our web site: www.inlandgreens.net.

(IG/CR, Inc. and/or "Third Corp")

AMENITIES: Management, repair and maintenance, insurance, utilities, landscape services and equipment/supplies/furniture for: Swimming Pool Sport Courts Clubhouse
Storage Areas (Corrals for boats/RVs/extra vehicles, etc.) – including 2 small storage bldgs

Note: Third Corp pays all expenses for these amenities including telephone, water and sewer, electricity, storm water runoff, insurance, permits, taxes, signage, furnishings, etc. Revenue from the rental of the clubhouse and storage corrals is used to offset expenses.

STREETS: All streets are owned and maintained by IG/CR through a Reserve Account. Streets are kept "private" to maintain our "closed-area status". Speed bumps, patching, painting, etc. are all Third Corp's responsibility as are posts/reflectors, etc. for traffic control.

STREET LIGHTING: There are approximately 57 street lights in the communities. They are leased from Progress Energy and Third Corp pays the 4 separate electric bills: (clubhouse, street lights, main entrance lights and south Cardinal lights).

STREET SIGNAGE (all) AND ENTRANCE SIGNS (for the 3 main entrances)

IRRIGATION and lighting for clubhouse/pool/sport court area and 3 main entrances

LANDSCAPING (grass cutting, mulch, pruning, trees, flowers and shrubs, and keeping vegetation off fences). **Note:** See color-coded map on web site for details

- **3 main entrance areas** (center entrance to Inland Greens Circle on both sides of street)

- **clubhouse/pool/sport courts/storage corrals**

- **fence line for: Chester Street** (full length; north side of street); **Cardinal Drive** (full length; both sides of fence); **Inland Greens Drive** (south side from Cardinal to clubhouse/pool and strip on right side to 6055 Inland Greens Drive)

FENCING (repair, maintenance or replacement): **Cardinal Drive** - 6' front fence; **Chester Street** – 6' fence on north side of street; **Inland Greens Dr** – 6' fence on south side from Cardinal to behind clubhouse/pool area;
RV/Boat storage areas (corrals) – gates and fencing

Note: Inland Greens HOA is responsible for the 6 ft fence behind the villas with enclosed backyards on Caddy Circle. Cedar Ridge is responsible for the 6 ft fence behind Bogey Drive and Birdie Lane private yard areas to picket fencing. Picket fence on old/original golf holes # 15, 16 and 17 (from 219 Birdie to golf course pump house) is City responsibility. Cedar Ridge is also responsible for individual home fences.

WEB SITE for Third Corp

BUFFER ZONE - This is a city-controlled buffer zone between multi-family and single family housing. No trees over 3" in diameter may be cut. Brush and undergrowth may be trimmed and maintained. Our buffer zone is the area beyond the fencing from south Cardinal Dr entrance along Inland Greens Drive to behind the clubhouse/pool/sport courts to the south side of Caddy Circle (behind the villas) and ending at the pond on #17 old golf hole. Clean up and maintenance of this buffer zone is Third Corp's responsibility.