

RULES AND REGULATIONS OF LAMPLIGHTER VILLAGE OWNERS' ASSOCIATION

GOVERNANCE

The name of this condominium association is: "The Lamplighter Village Owners' Association, Inc.," a nonprofit organization. The designated acronym for the organization shall be **LAMPLIGHTER**, or when abbreviated as **LVOA**.

The Executive Board of Lamplighter Village Owners' Association Inc. (Lamplighter) has adopted the following Rules & Regulations, which are intended to:

- provide a safe, peaceful, and attractive community in which to live
- protect and enhance the quality of life for all unit owners
- preserve and grow property values
- maintain a common appearance of units, landscaping, and common areas

It is the responsibility of each unit owner to know these Rules & Regulations, ByLaws, Declaration, and laws relating to Lamplighter and all residents (unit owners, renters, & tenants). Visitors and guests are required to comply with these Rules & Regulations.

The Executive Board shall make every effort to ensure that these Rules & Regulations do not adversely affect the rights of unit owners to reasonable use and enjoyment of their property or ownership privileges. At the same time, the Board of Directors will adopt, maintain, and enforce these Rules & Regulations to ensure unit owners use and enjoyment of their property is not infringed or diminished by the noncompliance of other unit owners or their tenants or guests.

These Rules & Regulations may be modified, added to, or repealed in whole or in part by the Board of Directors when deemed necessary to meet the best interest of unit owners and Lamplighter. In the event of conflict between the Rules and Regulations with either the By-Laws or the Declarations of Covenants, the By-Laws or the Declarations of Covenants will prevail. Local, city, county and state, ordinances and statues shall prevail in the event of conflict with any Association documents.

Non-compliance or violation of these Rules & Regulations may subject the violator to any and all remedies available to Lamplighter. Lamplighter shall be entitled to recover in such actions all court costs incurred, together with reasonable attorney's fees against any person(s) violating the Rules & Regulations and any exhibit attached thereto. These actions will be taken in accordance with The North Carolina Condominium Act and the By-Laws and Declaration of Covenants of Lamplighter Village Owners'

Association Inc. Unit owner(s) are responsible for compliance by their guests, lessees and all other visitors.

All effort has been made to ensure this document is in compliance with the Village of Pinehurst code standards and enforcement which are based on two state documents: Regulation of Appearance & Design and Standards & Conduct in Municipalities. These documents and the two Village documents for codes: Municipal Code and Pinehurst Development Ordinance may be accessed on the Village Web Site: <https://www.vopnc.org> by clicking on OUR GOVERNMENT then on CODE, REGULATIONS, GUIDELINES AND PLANS.

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APPENDIX 1

RULES & REGULATIONS

A. PROPERTY USE AND SALE

1. All units shall be used for single family purposes. No commercial activity shall be undertaken within a unit nor may a unit be used for business purposes other than ancillary home office uses. Other types of “walk in” business, trade, or similar such activity may not be conducted within a unit.
2. The sales’ contract for a unit must include any assignments that are required to be carried forward to new owners for a unit as specified in the By-Laws of the Association, including specific unit owner responsibilities for landscaping improvements.
3. The cleanliness and orderliness of the Limited Common Elements shall be the responsibility of unit owners and must be consistent in appearance with and in harmony with the community.
4. Yard sales, garage sales, tag sales, estate sales, flea markets, or similar activities are prohibited.
5. Unit owners must comply with the Village of Pinehurst Municipal Code where applicable.

B. PARKING / VEHICLE OPERATION

1. Vehicle street parking must comply with Village of Pinehurst Municipal Code Parking Regulations.
2. On-street parking is permissible for visiting guests for a period not to exceed one week.
3. No commercial vans, storage containers, commercial trucks, motorcycles, golf carts or mini bikes may be parked or kept outside of the garage or anywhere within the community overnight, without approval of the President of the Board of Directors.
4. Permissible trucks are restricted to private-use vehicles with a maximum of four wheels & two axles, and shall not be commercially licensed or bear signage or advertisements.
5. Recreational vehicles, trailers, boats, jet skis, and campers may not be parked or stored in the street or in a driveway or anywhere within the Association property; the President of the Board of Directors may approve overnight parking requests up to a maximum duration of one week.
6. All vehicles must be in operating condition and have a valid, current license tag. Covered and/or inoperable vehicles must be stored inside the garage.

7. Operators of motorized vehicles, including golf carts within Lamplighter must be age 16 or over and must hold a valid driver's license or operating permit
8. All motorized vehicles, including golf carts, must be operated on paved surfaces only and may not be parked or left unattended on common elements (including pine straw or grass areas near or adjacent to units) in the cleared central park area belonging to Lamplighter. The forested uncleared area is private property of developer and unit owners do not have permission to utilize that property for any purpose. Golf carts, must not be left parked in driveways overnight or behind or on the side of units.

C. SOLICITATION

1. Solicitation on the grounds of Lamplighter is prohibited. Placing of materials on or under unit doors or within or on mailboxes is prohibited unless the President of the Executive Board grants written permission.
2. Information pamphlets, newsletters or letters of notification sent by the Executive Board to unit owners may be delivered directly to unit owners or placed on / under unit doors.

D. PET RESTRICTIONS

1. Unit owners, renters or tenants, are permitted to have ordinary house pets (defined as including only dogs, cats, caged domesticated birds, hamsters, gerbils, guinea pigs and aquarium fish).
2. The number of ordinary house pets is not to exceed two per unit.
3. Unusual or exotic pets such as, but not limited to snakes, insects, anthropoids or other rodents are not permitted.
3. Pets may not be kept, bred or maintained for commercial purposes.
4. Dogs and cats must be on a leash at all times when outside.
5. All pet owners are required to immediately clean up and dispose of any feces or debris left or caused by their pet.
6. Pet owners are responsible for any property damage, injury or disturbance their pet may cause.
7. Pets are to be walked away from shrubs, utility cabinets and buildings.
8. All pets must have and display county registration tag as required by Village of Pinehurst.
9. Evidence of all required registrations and inoculations must be maintained by owner.
10. Upon the second pet violation within any 12 month period, the Executive Board has the authority to administer fines as specified in the Rules & Regulations. The Board of Directors reserves the right to have any pet associated with three or

more violations removed from the Lamplighter community. A minimum 10 day notice shall be given to a unit owner to remove a pet.

E. TRASH MANAGEMENT

Trash, recycling materials, and yard debris should be placed in containers provided by the Village of Pinehurst and set out curbside prior to 7:00 a.m. on the day of pickup or no earlier than 5:00 p.m. prior to the collection day. Containers are to be positioned three feet from any obstruction and with space between carts to allow for mechanical sanitation truck arm to operate. Village ordinance requires residents to return all containers by the end of the collection day to designated storage areas. All containers for Lamplighter are to be kept inside the garage of each unit.

F. EXTERIOR MANAGEMENT AND STRUCTURAL CHANGES

1. Unit owners must submit an Architectural Change Request (ACR) and receive written permission from the Board of Directors before any modification of any common area is performed.
2. Unit owners must submit an ACR and receive written permission from the Board of Directors before undertaking structural changes to the exterior of a unit or interior load bearing wall.
3. Unit owners must submit an ACR and receive written permission from the Executive Board before undertaking any changes to landscaping (e.g., trees, shrubs, bushes, plants, flower beds, walls and patio) including removal of existing landscaping. The maintenance of all Board approved landscaping changes is the responsibility of the unit owner.
4. Placement of a solely dedicated metered underground irrigation system in either the grass aprons or on common or limited common grounds is prohibited unless approved by an ACR.
5. Unit owners must submit an ACR and receive written permission from the Board of Directors before installation of a satellite dish.
6. Outdoor cooking using charcoal or other open flame cooking devices (including gas grills) is permitted if compliant with Village of Pinehurst and North Carolina fire codes and regulations.
7. No drying or airing of laundry, clothing or bedding shall be permitted outside a unit, including decks areas.
8. No carpeting of any type may be affixed temporarily or permanently on decks.
9. Hot tubs are not permitted on decks or on common elements.
10. Front yard lamppost lights are to be illuminated at all times after sunset and until sunrise.
11. Any curtains, draperies or blinds that are installed must have a muted (white or similar) backing on the side exposed to the window.

12. No window screens are to be placed on the outside of the window.
13. Screen doors/storm doors are permitted on exterior door(s) openings. Unit owners must submit an ACR and receive written permission from the Board of Directors before installation of a screen door or storm

G. SIGNAGE, FLAGS & DISPLAYS

1. Except as required by law, no signs of any kind are permitted on the common area or around any unit. No political signs, religious signs, advertising posters or billboards of any kind shall be erected, placed or permitted on the property. Real estate For Sale signs are permitted, but must adhere to Village of Pinehurst guidelines. American Flags, State Flags, University Flags and seasonal flags may be properly displayed by unit owners. One small decorative garden flag may be discretely displayed. The display of all other flags is not permitted.
2. Holiday decorations may be displayed for thirty days prior and seven days after an official federal holiday.
3. Ground spot lights are permissible as part of holiday decorations but must be UL listed for outdoor use.
4. No decorations of any kind are permitted on roofs and no inflatable displays are permitted on common areas, decks, or front porches.
5. No music or sound effects are allowed.
6. Seasonal Wreaths are permitted to be displayed on entry doors.
7. Flags are not to be mounted onto front porch columns in order to avoid structural damage. Mounting flag holder on to wood collar at base of column is permitted.

H. NOISE

1. No resident shall make or permit any excessive noise that will disturb or annoy the occupant of any other residence.
2. No noise annoyance of any kind, including but not limited to loud radio, stereo, television or loud parties is permitted after 10:00PM or before 7:00AM. Residents may call the police to report violators.

I. MEETINGS

1. General Membership and Annual Meetings are opened only to unit owners unless invited by the Executive Board.
2. Executive Board Meetings are open to members of the Board only and by invitation to non-board members and non-owners at the discretion of the Executive Board.

3. General Membership meetings of all unit owners shall be held at least twice per annum and additional General Membership meetings may be called at the discretion of the Executive Board.
4. Each year, elections for the Executive Board members will be held at a General Membership meeting no later than December 15, with the new Board to be formulated no later than January 15 of the new calendar year.
5. The Annual Meeting will be held in January for the purpose of sitting the newly elected Executive Board and for summation of the ending Finances for the preceding year by the outgoing Board. The Budget for the ensuing year will be presented by the incoming Executive Board of Directors.

APPENDIX 2

Lamplighter & Unit Owner Responsibilities

The attached schedule outlines the responsibilities of the unit owner and the responsibilities of the Lamplighter Village Owners Association, Incorporated (LAMPLIGHTER) for maintenance and repair of property.

Unit owners may contact the site management company or a Board member if they wish clarification on whether or not a maintenance / repair issue is covered by the Lamplighter Association or if it is a unit owner responsibility.

The process to Request Maintenance on a Lamplighter responsibility issue may be found in APPENDIX 6 of this document.

APPENDIX 3

ARCHITECTURAL (EXTERIOR) CHANGE REQUEST PROCESS

The EXTERIOR AREA encompasses the property of the Lamplighter Village Condominium, consisting of the structures as well as surrounding landscaped adjacent to individual unit structures and undeveloped landscape. As such, this area is considered part of the “Common Elements” unless excluded by the condominium documents.

In order to maintain the uniformity of the development, this “common element” is regulated by the Executive Board. Any change to the exterior appearance of the unit, and / or the landscaping must be requested by completing the Architectural Change Request (ACR) Form and:

1. Submitted to adjoining neighbors for comment and signature. Electronic signature on document is acceptable if attached to request.
2. Submitted to the managing agent of the condominium.
3. Submitted to the Executive Board for review.
4. Comply with all code requirements of the Village of Pinehurst and the state of North Carolina.
5. Board of Directors must return ACR with approval or with comments as to reason for denial.
6. Work may commence only after approved copy of ACR is returned to unit owner and managing agent of condominium.

Should the Executive Board decline the submitted ACR, the unit owner may request a hearing. The Board will review the ACR with owner within a reasonable time, not to exceed 15 days from receipt of request from owner.

Any contractor working on the grounds of Lamplighter must have the appropriate licenses and insurance. They must adhere to all Village and State codes and statutes governing their work.

LAMPLIGHTER VILLAGE OWNERS' ASSOCIATION

ARCHITECTURAL CHANGE REQUEST FORM

Unit Owner: _____ Unit #: _____

Telephone: _____ Projected Start Date: _____

Description of Project:

(Attach drawing/photo/Village permit. Drawing may be hand drawn and not to scale.)

Neighbor Review (Left Side) Unit #: _____ Lamplighter. Indicate:

Approval / Disapproval

Signature _____ Date _____

Comments: _____

Neighbor Review (Right Side) Unit #: _____ Lamplighter. Indicate:

Approval / Disapproval

Signature _____ Date _____

Comments: _____

Signature of Unit Owner _____ Date _____

BOARD OF DIRECTOR'S REVIEW SIGNATURE _____

Date _____

President Board of Directors

APPROVED

REJECTED

COMMENTS ATTACHED

APPENDIX 4

Violation Enforcement

- A. The Executive Board shall have the power to enforce the Rules & Regulations and the By-Laws by all means available to it under the law, including penalties, fines, liens, injunction, or other legal means.
- B. If any unit owner fails to comply with the Rules & Regulations, By-Laws, or any decision rendered by the Executive Board to enforce the Rules & Regulations or By-Laws, the unit owner may be sued for damages or injunctive relief, or both, by the Lamplighter Village Owners' Association, Inc.
- C. Failure to submit an Architectural Change Request and receive approval from the Executive Board prior to undertaking changes, modifications, or additions as specified in these Rules & Regulations may result in a formal notice to the unit owner to remove the work and/or make restoration to the original state at the owner's expense.
- D. Any and all penalties will be assessed in compliance with the Declaration of Covenants, the By-Laws, the Rules and Regulations and the North Carolina Condominium Act.
- E. Any resident may submit a written complaint regarding an alleged violation of the Rules & Regulations or By-Laws to the President of the Executive Board.
- F. If the Executive Board finds a unit owner is not in compliance with the Rules & Regulations or the By-Laws, the Board will notify the unit owner in writing, and will include the following:
 - 1. a description of the non-compliance
 - 2. the action required to correct the non-compliance
 - 3. the date or deadline by which time the action is required to be completed
 - 4. the action, penalty or fine which the Board will apply if the action is not completed by the deadline.
 - 5. Fines will be imposed for violations effective on day 16 after receiving notification with the following schedule:
 - a. First violation on day 16 of notification: \$25.00
 - b. Repeated violation on day of notification: \$50.00
 - c. A per diem assessment of \$10.00 will be levied for each day beyond deadline allotted by the Executive Board for correction of violation.
- G. A unit owner may request a hearing with the Executive Board concerning a noncompliance by submitting a request for a hearing, in writing, to the President of the Executive Board within 15 days of receiving notice.
- H. The Board will communicate any findings or decisions to the unit owner in writing within 10 days of the hearing.

APPENDIX 5

UNIT SALE / RENTAL / LEASE

A. UNIT SALE

1. The sale contract for a unit must include any assignments that are required to be carried forward to new owners for a unit as specified in the By-Laws of the Association, including specific unit owner responsibilities for landscaping improvements.
2. The Executive Board through the site management agent will, as a minimum make available the following documents to the purchaser / real estate agent: By-Laws, Rules & Regulations and Lamplighter Association Addendum and any additional documents as required by local, state or federal government statutes.
3. The sale of a unit shall be for the entire unit and not be partitioned, e.g., for rental/ lease space.

B. UNIT RENTAL / LEASE

1. Each lease or rental of a Unit shall be for the entire Unit, shall be in writing, and shall provide that any failure of the lessee or tenant to comply with the terms of the Condominium Documents shall constitute a default under the lease or rental agreement.
2. No lease or rental of a Unit shall be for a term of fewer than 6 months.
3. At any time, no more than 20% of the total number of Units in Lamplighter Village may be leased or rented, with exception for Major Golf Tournaments.
4. In the event of a local Major Golf Tournament, all Units may be leased or rented for a period of not less than 7 days. A "Major Golf Tournament" means a tournament conducted by the United States Golf Association, The Professional Golfers' Association, the PGA Tour, Inc., or the Ladies Professional Golf Association, or as otherwise approved by the Executive Board from time to time.
5. The renting of any unit must meet the requirements of the By-Laws and the Rules & Regulations of Lamplighter. The unit owner must furnish a copy of the Rules & Regulations of the Association to renter / leasee.

6. The unit owner is responsible to ensure tenants comply with the Rules & Regulations and By-Laws of Lamplighter.
7. The unit owner is responsible for any property damage caused by the renter / leasee or their guests.
8. Renters / leasee are not permitted to attend LVOA meetings.
9. Work order requests to the LVOA must be submitted by the unit owner, not the renter / leasee.
10. Prior to executing a rental agreement or lease, the unit owner (or agent) must execute the LVOA Addendum Agreement signifying acceptance of the Rules and Regulations of Lamplighter, including their respective signatures with contact information and submit document to the Secretary of the Executive Board.

LAMPLIGHTER VILLAGE OWNERS' ASSOCIATION
Addendum to Lease Agreement

Unit to be rented / leased is owned by: _____ Address of
property leased: _____

Leasee(s): (please print)

home telephone _____ cell

phone _____

work phone _____

Unit will be rented/leased from: ____/____/____ to ____/____/____

(month) (date) (year) (month) (date) (year)

I have received from the owner / real estate agent the following document "Rules & Regulations of The Lamplighter Village Owners Association. Inc."

on ____/____/____ . The document provides compliance guidance for living in the Lamplighter Village community.

During the duration of my rental / lease, I (we) will abide by the requirements stipulated by the "Rules and Regulations" of the community. Signature(s) of renter / leasee

Date _____

Received by Secretary of LVOA: _____

Date

Signature LVOA Secretary

APPENDIX 6

Site Management & Work Order Process

The Executive Board for Lamplighter Village Owners' Association Inc. (Lamplighter) has signed a Management Agreement with Carolina Commercial Property Management LLC whose address is 375 Pinehurst Ave, Ste. 6, Southern Pines, NC 28387.

ACCESSING CAROLINA COMMERCIAL PROPERTY MANAGEMENT

All account inquiries, work orders and Lamplighter community maintenance / repair questions can be submitted online at: *taproot.managebuilding.com*

Managing Agent: Blake Webb

Email: blake@carolina-commercial.com

Phone: 910-725-6159

Accounting Support: Naomi Azzolini

Email: nadine@carolina-commercial.com

Phone: 910-638-3061

Tasks/Work Orders: Sally Sauciunac

Email: sally@carolina-commercial.com

Phone: 910-638-3010

WEB PAGE: www.carolina-commercial.com

Accessing the Lamplighter Village Owners' Association will provide you with access the following documents:

- Articles of Incorporation
- By-Laws
- Covenants & Restriction
- Declarations
- Responsibilities Guide
- Rules and Regulations

THIS IS AN OPEN SITE ACCESSIBLE TO ALL