INTRODUCTION: In order to maintain a congenial and dignified residential atmosphere, and pursuant to the authority granted by the Amended and Restated Protective Covenants, Lands End and Lands End West, the Board of Directors of the Association (“the Board”) has adopted these Rules and Regulations for the guidance of all owners, their families, guests and renters. These are, of course, in addition to any local, state, and federal laws.

1. LIABILITIES: The owner(s) shall be certain to understand and at all times obey the Rules and Regulations and Covenants of Lands End of Emerald Isle Association and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, contractors, and other persons for whom they are responsible and persons over whom they exercise control and supervision. (See definition of “contractor” in Miscellaneous tab of this Handbook.) Owners shall be responsible for any and all damages to the Lands End common grounds as a result of any action or failure to act by any person(s) entering Lands End with their permission including, but not limited to family, guests, and renters. Violations of these Rules and Regulations may subject the violator(s) to any and all remedies available to the Association and other owner(s) up to and including fines up to $100 per day or violation. Any waivers, consents or approvals given under these Rules and Regulations by the Board shall be revocable at any time and shall not be construed or considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board.

2. PROCEDURE FOR FINES AND SUSPENSION OF ASSOCIATION PRIVILEGES OR SERVICES
   A. Upon notification and confirmation of any reported violation(s) of the Declaration, Covenants, By-Laws, Rules and Regulations, and/or any Policy and Procedure, written notice of such violation(s) shall be issued to the owner and, if feasible, to any tenant, resident, and/or other person(s) responsible for or causing such violation(s). The first notice shall be submitted by Hand Delivery, First-Class Mail or Certified Mail, Return Receipt Requested, to the owner and, if feasible, to any tenant, resident, and/or other person(s) responsible for or causing such violation(s).

   The first notice shall contain the following information:
   (1) Reference to the provision(s) of the Declaration, Covenants, By-Laws, Rules, Regulations, Policy or Procedures which has been violated.
   (2) The nature, description and location of the violation(s).
   (3) If applicable, information on what must be done to correct the violation; and
   (4) A specific time period in which to correct the violation(s).

   A first notice need not be sent if the alleged violator has previously received a first notice relating to a similar violation within sixty (60) days of the occurrence of the current violation and was given a reasonable opportunity to correct the prior violation. If the alleged violator was given a first notice and an opportunity to correct the prior similar violation within the previous sixty (60) days and has failed and/or refused to correct the violation, a second, formal notice (as noted herein) shall be issued.

   B. In the event the violation(s) of the Declaration, Covenants, By-Laws, or Rules and Regulations of the Association have not been resolved within the ten (10) day timeframe or as the facts and circumstances of the case may deem otherwise, a new notice shall be issued by Hand Delivery, First-Class Mail, or Certified Mail, Return Receipt Requested, to the owner and, if feasible, to any tenant, resident, and/or other person(s) responsible for or causing the violation(s) at issue ("Formal Notice").
The Formal Notice shall contain the following information:

(1) Details of the violation(s); and

(2) Notice of a hearing before an Adjudicatory Panel ("Panel") which notice shall be issued at least ten (10) days prior to the hearing. The Formal Notice shall indicate the date, time, and location of the hearing, and it shall indicate whether the Panel will consider whether to impose a fine(s) and/or whether to suspend privileges or services provided to the Association, if so decided by the Panel.

C. At or immediately after the hearing, the Panel shall vote and decide whether the owner is in violation of the provision(s) of the Declaration, Covenants, By-Laws, or Rules and Regulations of the Association and, if so, whether any fine or suspension of privileges should be imposed for the violation. If it is decided that a violation has occurred and 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 (5) days after the decision that the violation occurs. Such fines shall be enforceable as assessments in accordance with G.S. 47F-3-116. If it is decided that a violation has occurred and that a suspension of association privileges or services should be imposed, the suspension may be continued without further hearing until the violation is cured. Written notice of the decision of the Panel shall be provided to the Owner by Hand Delivery, First-Class Mail, or Certified Mail, Return Receipt Requested.

D. An owner may appeal the decision of the Panel to the full executive board by delivering written notice of appeal to the executive board within fifteen (15) days after the date of the decision. The executive board may affirm, vacate, or modify the prior decision of the Panel.

3. OWNERS ASSOCIATION DUES: Owner Association Dues are determined annually by the Board and are assessed quarterly on April 1, July 1, October 1, and January 1. Dues are considered delinquent if unpaid thirty (30) days or more from the assessment date and are subject to a monthly finance charge of one and one half percent (1 ½%).

4. COMMUNITY WIDE STANDARDS
   A. The term “structure” shall include, but is not limited to, the following: residence, residential structure, home, living unit, building, dwelling, garage, carport, improvements, driveways, walkways, bulkheads, decks, fences, piers, patios, wells, swimming pools, and pump enclosures.
   B. Each Owner shall have responsibility for caring for, maintaining, and repairing his Lot.
   C. Each Owner shall have responsibility for caring for, maintaining, repairing, and replacing, as applicable, all structures and parts thereof on his Lot.
   D. All structures on Lots in Lands End shall be constructed, erected, cared for, maintained and repaired in a manner such that the external appearance, external design, and location of each structure in Lands End remains in harmony with other structures in Lands End and in relation to the general tone and nature of the Lands End community. In other words, the harmony of external design and location shall mean that an Owner constructs and maintains all structures on his Lot in such a manner that the structures are aesthetically compatible by visual comparison to the design and appearance of other structures in the Lands End community.
   E. The Architectural Control Committee of the Association shall decide whether proposed construction of a structure in Lands End comports with the Declaration and these Community-Wide Standards. Any such decision by the Architectural Control Committee may be appealed to
the Board as provided in Article 12 of the Declaration. In making such determination of compatibility, the following factors may be considered: total square footage, length to depth proportions, value and quality of construction; exterior building materials; architectural style and design and roof line, roof height maximum of forty (40) feet which is measured from six (6) foot out from foundation to the peak/ridge of the roof; character, design and appearance of landscaping; as well as any other tangible and relevant factors of other residential dwellings and structures in Lands End.

F. Each Owner shall have responsibility for watering of lawns and other landscaping as needed to maintain lawns and landscaping in a healthy condition. Each Owner also shall have the responsibility for removal and replacement of diseased or dead plant material, subject to the requirements of Article 12 of the Declaration.

G. On lots containing a structure, areas not covered by a structure shall be maintained with a reasonable ground cover, including, but not limited to, grass, plants, shrubs, flowers, bark, rock, mulch, pine straw, stone cement, or artificial or decorative features allowed by the Association. The architectural control requirements under Article 12 of the Declaration shall apply. All trees, shrubbery and vegetative growth must be trimmed/cut to a minimum of fifteen (15) feet above the road surface and two (2) feet off the shoulder of all roadways. All ground cover on Lots shall be cared for, maintained and repaired in such a manner that the appearance, design, and location of ground cover on a Lot in Lands End keeps the Lot and its appearance in harmony with other Lots and in relation to the general tone and nature of the Lands End community. Each Owner shall have their lot where grass or landscaping material meet the road trimmed back between one (1) to two (2) inches from the asphalt. Any stone, mulch, or sand on the edges of the lot that comes in contact with the pavement must be maintained in a manner that does not permit grass, weeds or other vegetative growth to be present.

H. No Owner shall undertake or allow any unsightly property conditions on his property. Unsightly property conditions shall be determined by the Board in its sole discretion. Unsightly property conditions include, but are not limited to, the following:

1. Any structure that has been abandoned or lacked occupancy for a period of one (1) year; or
2. Any structure that has been abandoned or unoccupied for a period of sixty (60) days or more because of damage or partial destruction, unless work is being performed on an expedited basis to remedy the damage; or
3. Any structure that has been abandoned or unoccupied for the Owner’s failure to complete construction within the time authorized by a building permit or any extension thereof; or
4. Any structure that has visibly apparent mold; mildew; algae; or peeling, cracked, faded, chipped, torn or missing exterior surface materials, including, but not limited to, paint, stucco, siding shingles and roof materials. Exterior surface materials include materials on the roof, building walls, doors, garage doors, porches, patios, awnings, screens, windows, window frames and casements, ledges, fascias, eaves, and building trim; or
5. Any accumulation of dirt, litter, debris, rubbish, trash, and discarded items, including, but not limited to, discarded household items or vehicle parts, accumulated to such an extent to be deemed unsightly by the Board and left in yard areas, decks, porches, doorways, or in open view to surrounding property; or
6. Ground cover that is in a condition that encourages or allows erosion, excessive dirt dust, or the accumulation of mud and water or that is otherwise not in harmony with the appearance, design, and location of ground cover on other Lots in Lands End; or
(7) Any fence, wall, or gate that is torn, leaning, or tilting in an unsafe manner, dilapidated, deteriorated, rotted, or missing parts or materials thereof; or
(8) Any garage access door that is inoperable, broken, lacking paint, or missing visible parts or materials; or
(9) Any driveway that is deteriorated, crumbling, or weed infested, or any driveway that lacks adequate covering, such as, but not limited to, asphalt, cement or brick, or missing portions thereof; or
(10) Any weeds, underbrush or refuse piles, or unsightly growth or objects; or
(11) Any vegetation that, in the opinion of the Board, is dangerous to, or jeopardizes the health, safety or welfare of, any Owner, any Lot or portion thereof, or the Common Area or any portion thereof.

5. ARCHITECTURAL USE RESTRICTIONS
A. All new construction and structural changes, including but not limited to houses, septic, roofs, garages, sheds, fences, bulkheads, docks, gazebos, as well as paint color, lot, grade, and landscaping changes shall be approved by the Lands End Architectural Committee before any work is commenced.
B. All new construction and structural changes, except exterior painting, require a non-interest bearing construction bond as follows:
   (1) New construction requires a $5,000 bond, of which 20% will be retained by the Association. Refunds of the balance are subject to road usage fees.
   (2) Structural changes, additions, alterations and replacement exceeding 1,000 square feet require a $5,000 bond, of which 20% will be retained by the Association. Refunds of the balance are subject to road usage fees.
   (3) Grading and septic done prior to new construction process requires a $500 bond which is refundable subject to road usage fees.
   (4) Bulkheads, retaining walls, and roofs require a $500 bond which is refundable subject to road usage fees.
   (5) Other structural changes that exceed 20% of the exterior or require an Emerald Isle permit require a $1,000 bond which is refundable subject to road usage fees.
   (6) Landscaping at the time of new construction is included in the new construction bond. Additional landscaping (depending on scope of project) is subject to road usage fees and bond set by the Committee.
C. Road usages fees are $20 per truck load, including heavy equipment that are two (2) tons or more, and are levied at each entry into Lands End. The first five (5) trips for any given lot is exempt from this fee for the period of continuous ownership by the same owner(s) if our records or other proof confirm that this is the first five loads. Please refer to the Construction Bonds and Fees Schedule included in the Application for Architectural Approval.
D. Contractors shall not be allowed to operate, work or perform any function in Lands End on Sundays, New Years’ Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, nor Christmas Day. On all other days, contractors may arrive after 7:00 a.m. and must leave the premises by 6:00 p.m. Exceptions include, but are not limited to: contractors used for maintenance/repair work on common property, contractors used for clubhouse rentals, real estate agents, and any other facts and circumstances as is deemed an exception. Please call the guardhouse for Board or Security approval.
E. Procedure for Upkeep Complaints (to be handled by the Architectural Committee).
(1) Property upkeep concerns may be identified by any Lands End property owner.
(2) Upkeep concerns should be referred to the Architectural Committee (preferably in writing) to be addressed at a regular Architectural Committee Meeting.
(3) Architectural Committee members will verify the concern and notify the property owner for corrective action.
(4) A follow-up letter will be sent to the property owner with a request for a response. A copy of this notification letter will be sent to the Board and also filed in the Architectural Lot File.
(5) Depending on the response and action taken by the property owner, the matter will be resolved or turned over to the Board for declaration of nuisance.

6. POLITICAL SIGNAGE: The term "political sign" in this context refers to any sign that attempts to influence the outcome of an election, including supporting or opposing an issue on the election ballot. Temporary political signs advertising candidates or issues, may be displayed by Owners on private property, with the following restrictions:
   A. One sign per candidate or issue per property;
   B. A sign may not exceed 24” X 24” in area per display surface;
   C. A sign may not be erected earlier than forty-five (45) days before the associated election;
   D. All signs must be removed no later than seven (7) days after the associated election.
   E. Inappropriate (e.g., vulgar or profane) language or graphics is prohibited
   F. Signs must be maintained in good condition.
   G. Signs may be challenged and judged by the architectural committee with regard to timing, size, appearance, language and condition.

7. TRASH: All trash, garbage, recycling material, or otherwise is the responsibility of the owner and must be placed at the roadside in an approved container on or before the day of pick-up and the empty container returned to the premises on the same day. No trash, garbage, recycling materials, garbage, or recycling containers shall be placed or left in any Common Area.

8. YARD DEBRIS [REV 4/2015]: Owners should contact the Town of Emerald Isle for current requirements.

9. DUNES: It is a violation of law to walk on or damage in any way, the natural sand dunes, and their vegetation.

10. GENERAL NUISANCE: No activity, whether active or passive, that is reasonably considered a nuisance shall be allowed on any lot or in any common area at any time. Owners shall exercise due consideration at all hours in the operation of radios, televisions, musical instruments, or other sound producing devices so as not to disturb others. Owners who have pets or animals on their premises shall exercise such control to eliminate barking or other such noises by such animals which constitutes a disturbance to others. Loud, boisterous, destructive, or unsafe behavior is strictly prohibited. Clotheslines shall not be visible from any street, waterway or common area nor shall linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind or other articles be hung from any window, door, fence, balcony, terrace, or association property. The foregoing is by way of illustration and not by way of limitation.

11. WILDLIFE AND OUTDOOR MANAGEMENT [REV 4/2015]: No person(s) shall intentionally feed a wild animal or leave food or attractants of any type or in any form out of doors in such a manner as to
attract, or be accessible by, a wild animal, feral, stray domestic animal, or any other animal, at the clubhouse and/or any common area. Feeding wild mammals, except squirrels, and feeding wild birds, except songbirds and hummingbirds, is prohibited except on an emergency basis as determined by the Association. Feeding any wildlife, when this activity places wildlife at risk, is prohibited. Wildlife may be placed at risk by feeding that habituates animals to humans, resulting in diminution of animal’s fear or normal caution around humans, by abnormally concentrating animals, by increasing risk of contact between wild animals, humans or pets, and other similar situations. Wildlife shall not be indirectly fed by leaving food out for companion animals. Garden ponds and birdbaths are allowed and encouraged but must be maintained in good order to prevent the proliferation of noxious insects (such as mosquitoes), toxigenic blue-green algae, bacterial pathogens, or wildlife that could present a problem for people if present in such numbers or places where conflict would occur.

12. PET GUIDELINES: Only animals that are ordinary house pets or family pets as described by local ordinance are allowed on any lot in reasonable number. Such pets include dogs, cats, caged domesticated birds, hamsters, gerbils and guinea pigs, aquarium fish, small turtles and tortoise, domesticated rabbits, rats and mice, and creatures normally maintained in a terrarium or aquarium. Unusual house pets are not permitted and include without limitation, those animals not generally maintained as pets, such as large reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds, and other creatures other than those listed above as ordinary house pets or family pets or not maintained in a terrarium or aquarium. All dogs and cats must be walked on a leash and in full control by their owners at all times. Pet excrement must be picked up immediately and may not be deposited on or within the common area. Commercial breeding of pets within Lands End is strictly prohibited.

13. CHILDREN: Supervision of minors by a responsible adult must be exercised at all times within Lands End.

14. USE OF IMPROVED COMMON AREAS.
   A. Use of skateboards, roller blades, bicycles, scooters, or any motorized or battery-powered vehicle is prohibited on/in tennis courts, pool area, clubhouse and pool decking (wood and concrete areas), and walkways.
      (1) Skateboarding is prohibited in the clubhouse and pool areas which includes the parking lot, pool, sidewalks, wood and concrete deck/patio areas walkways, tennis courts, and tennis court parking lots. The term "skateboarding" means riding a skateboard or performing or attempting to perform a negligent maneuver.
      (2) Riding a skateboard is permitted as transportation as long as users yield to pedestrians and are safe and courteous. The term “riding a skateboard” means standing with one or both feet touching the skateboard, crouching, sitting or lying upon the skateboard while it is in motion and/or propelling a skateboard
      (3) Any "Negligent maneuver" is prohibited on any common area. “Negligent maneuver” means any maneuver that may cause injury to a person, including the rider, and/or damage to property, and/or any maneuver that threatens such injury or damage.
   B. Beach equipment (chairs, lounges, umbrellas, cabanas, tents, canopies, awnings, volleyball nets, sporting equipment, kayaks, coolers, etc.) and other personal property must be removed from the walkways, areas under and adjacent to the walkways, and any other common area on a daily basis.
15. USE OF UNIMPROVED COMMON AREA
   A. Permission of the Board for organized activities must be obtained in advance.
   B. Formal competitive games and activities are prohibited.

16. PROPERTY RENTALS
   A. Lands End is a residential community. No Lot in Lands End may be used as a rental property
      unless the Owner complies with the conditions and restrictions set forth in the Covenants, which
      are briefly summarized below:
      (1) Rental Contract is no less than 14 days.
      (2) Association-approved Rental Contract between Owner/agent and tenant is required; copy
          must be provided to the Association upon arrival of renter/tenant.
      (3) Association-approved Listing Agreement between Owner and rental agent is required if
          applicable; copy must be provided to the Association.
      (4) The Listing Agreement and Rental Contracts will not be approved for use unless they delegate
          to the Association the right to evict (at Owner’s expense) any renter not abiding by the rules
          and regulations of the Association.
      (5) Owners are fully responsible for the conduct of their renters.
   B. Owner-landlords, listing agents, and renters are encouraged to centralize communications with
      the Association via the Lands End Rental Committee.
   C. It is the Owner’s responsibility to ensure their renters are aware of all of the rules, regulations
      and covenants governing Lands End. The Association has prepared a Renter’s Brochure to assist
      Owners in meeting this responsibility. A copy of the brochure is given to each Renter upon
      check-in at the front gate and a small supply can be made available upon request. However, the
      Owner must ensure that a full copy of the Lands End Rules and Regulations are available to
      Renters. They are available to download at www.LandsEndEmeraldIsle.com, and in the Lands
      End Association Directory & Handbook.
   D. The Association works with Owner-landlords and their Listing Agents (via the Lands End Rental
      Committee and the Security team) to coordinate and issue gate cards, priority passes, decals,
      and/or visitor passes directly to the Renters in accordance with applicable Lands End Rules and
      Regulations.

17. CLUBHOUSE USE
   A. Restrictions
      (1) The use of the clubhouse is available to Lands End Owners in good standing, on a reservation
          basis, and shall be used solely for recreational, social and cultural purposes. An Owner may be
          denied use of the clubhouse if there is a delinquency in the payment of dues, fees, assessments or
          other amounts due to the Association, a history of negligence concerning clubhouse rules, policies
          or procedures or any other reason(s) as is deemed substantial by the Board.
      (2) The Board may approve use of and/or rental of clubhouse facilities for charitable or non-profit
          organizations if a Lands End Owner will act as host or sponsor to coordinate between the
          organization and the Association.
      (3) Association activities will always take precedence in conflicting reservation requests.
(4) No part of the clubhouse facilities shall be used or authorized for use, directly or indirectly, for any political, business, commercial, mercantile, vending or other profit making purpose except as may be specifically approved by the Board.
(5) Movement and use of clubhouse furniture to the outdoors is prohibited, with the exception of folding tables and associated chairs which must be coordinated with Clubhouse Chairperson.
(6) The Owner reserving the clubhouse must be in attendance at all times during the event. Board approval, via the Clubhouse Chairperson, must be obtained before the event will be scheduled.
(7) Keys will be made available for the Lands End Owner host prior to the event providing all fees have been paid.
(8) The sale of alcoholic beverages in or around the clubhouse is strictly prohibited.
(9) No smoking is permitted inside the Clubhouse.
(10) Under no circumstances is glassware permitted in patio and pool areas.

B. Clubhouse Rental
(1) The clubhouse is not available for rental before 6:00 p.m. Saturdays, Sundays and holidays from Memorial Day weekend through Labor Day due to limited parking.
(2) Parking is never permitted on ANY neighborhood lawn areas. The Association will arrange for overflow parking arrangements if needed.
(3) Approval for Clubhouse rental does not include use of the pool or the pool area.
(4) For use of tents on the patio areas of the clubhouse, consult the Clubhouse Chairperson; regulations may require a special permit.
(5) Cleaning And Damages: Additional cleaning or damage repair will be deducted from the deposit. If costs exceed amount of deposit, member will be billed for the difference.
(6) Security Costs: An additional Lands End security guard is required for 75 or more guests. The Association will contract the necessary services at the current contract rate and costs will be deducted from the rental deposit for your convenience. You must provide a list to the gatehouse two weeks in advance for guest entry.
(7) Deposit Requirement (must be attached to the application)
   - Weddings and Wedding Receptions
     $200.00 (up to 40 guests)
     $360.00 (41 to 75 guests)
     $425.00 (76 to 125 guests)
     $1500.00 if you intend to use a tent
     $  700.00 (up to 75 guests)
     $1000.00 (76 to 125 guests)
(8) Usage Fee Schedule (Due 30 days prior to event)
   - Weddings and Wedding Receptions
     $200.00 (up to 40 guests)
     $360.00 (41 to 75 guests)
     $425.00 (76 to 125 guests)
     $1500.00 if you intend to use a tent
     $  700.00 (up to 75 guests)
     $1000.00 (76 to 125 guests)
(9) Liability: The rental contract includes a strong liability release and assumption of risk clause that must be read, understood, agreed to, and signed.

C. No-Fee Clubhouse Use
(1) No-fee use is available for Owners, guests or tenants. Guests or tenants who apply for use of the clubhouse must be occupying a residence or have a rental period in excess of one (1) year and have Owner’s approval.
(2) No-fee use is available for groups of 40 or less attendees.
(3) These no-fee rules, regulations and guidelines will apply when such use falls outside the rules and regulations regarding the rental of the clubhouse (e.g. weddings, etc.). Whether or not such
use falls within these no-fee stated rules or those applicable to the rental of the clubhouse shall be decided solely by the Clubhouse Committee and/or a member of the Board of Directors.

(4) Meetings or parties for outside organizations such as civic, religious or business are not permitted.

(5) No-Fee Use is available for meetings, group functions, such as card playing, club meetings, and social gatherings. Scheduling is as follows:
   a. Regular or periodic daytime functions may be scheduled more than once a week.
   b. Regular or periodic evening functions are limited to once a week.
   c. Regularly recurring functions must be scheduled at the same hours of the day.
   d. Any other function. Use is on a first come, first serve basis.

(6) Deposit and Reservation
   a. An Application for No-Fee Clubhouse Use and a Reservation and Agreement for No-Fee Clubhouse Use is required for clubhouse usage. These must be made by the Host and in the name of the Host.
   b. A seventy-five Dollar ($75.00) deposit must be made payable to Lands End of Emerald Isle Association, Inc.
   c. Specifically named clubs and groups currently on the Clubhouse Committee List shall be exempt from paying a deposit.
   d. Regularly recurring functions may be subject to adjusted deposit considerations as is determined by the Clubhouse Committee.
   e. To secure a reservation, the deposit must accompany the Reservation & Agreement for No-Fee Clubhouse Use. The deposit will be held by the Clubhouse Committee until it is determined that no cleaning and/or damage costs were incurred.

(7) General Rules
   a. Use of the clubhouse does not include exclusive use of the pool and surrounding patio areas.
   b. Children under twelve (12) years of age must be accompanied by an adult. Teenage functions are permitted as long as adult chaperones are in attendance for the entire function.
   c. The clubhouse shall be locked and left in a neat, clean and orderly condition. After separating trash from recyclables, all trash must be securely bagged in plastic bags and disposed of in the trash outside. Recyclable must be put in recycle containers.
   d. The Host agrees to be responsible for and pay the Association for any repairs or replacements or other damages caused by the Host or his or her guests to any part of the walls, windows, ceilings, floors, furnishings, equipment and interior and exterior of facilities.
   e. The Host shall be responsible for setting up tables and chairs to their own specifications and returning the tables and chairs to the storage area.
   f. The Host shall not permit or do anything in the clubhouse that will disturb, annoy or interfere with the rights, comforts or conveniences of other owners in the community.
   g. The Host agrees to comply with all Lands End Rules & Regulations, the Rules Governing No-Fee Clubhouse Use, all laws, all applicable ordinances, and all rules and requirements of the police and fire departments. In the event of non-compliance the Association shall have the right to immediately terminate the Host’s use of the clubhouse, prohibit the Host from again using the clubhouse, and retain Host’s deposit.

(8) The Reservation and Agreement For No-Fee Clubhouse Use includes a strong liability release and assumption of risk clause that must be read, understood, agreed to, and signed.
18. SWIMMING POOL: You may contact the Pool Committee Chairman for questions relating to pool parties or other use of the pool area.

A. **There is no lifeguard on duty**. All persons using the pool do so at their own risk. The Board assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property. Persons using the pool agree not to hold the Board, Committee Members, volunteers, or any other Association member liable for any action of whatever nature occurring within the pool area.

B. **The following are prohibited** in the Pool and Pool area:
   (1) Diving, flipping into pool, running, horseplay, roughhousing, dunking, pushing, jumping, and profane language;
   (2) Persons having any type of infection, communicable disease, inflamed eyes, or open sores;
   (3) Alcoholic beverages and persons under the influence of alcohol or drugs;
   (4) Animals, even if leashed;
   (5) Breakable bottles, containers, or other objects that may shatter and cause a hazard; and
   (6) Play equipment of any kind except swimming aides, noodles, and infant floatation devices.

C. Children under the age of 14 must be accompanied by an owner or supervising adult.

D. Lounge chairs and tables are not to be removed from the pool area. When wearing suntan oil or lotion, a towel should be placed on the lounge chair to prevent damage.

E. Children of diaper age must wear special swim diapers before entering the pool.

F. Except for aerobic sessions and special events, all broadcast, sound and playback devices (e.g. radio, television, DVD, CD, cassette, etc) may be operated only with headphones or at a low volume so as not to disturb any other person(s).

G. Pool gates are to be kept closed at all times.

H. Please pick up your area and put all refuse in the proper containers. All belongings are to be removed when leaving the pool area.

I. Everyone must shower before entering the pool. Remove all sand from feet as well as all items taken into the pool area.

J. Owners will be responsible for the actions of their families, guests, and tenants around the pool area and will be responsible for any and all damages.

K. The Association reserves the right to deny access to or use of the pool to any person or persons.

L. Due to the destructive nature of sand and safety considerations, certain items of property are prohibited from the pool and pool area. Such items include, but are not limited to the following: beach chairs, surfboards, beach umbrellas, kickboards, adult floatation devices, rafts, and beach toys. Any other permitted items must be thoroughly washed and sand must be removed before entry.

19. PONDS

A. Fishing in the ponds is permitted only with barbless hooks and on the condition that the fish are immediately returned to the pond in a healthy condition (catch and release). Fishing is permitted from the common areas and is restricted to owners, their families, and guests.

B. No swimming is allowed in any pond.

20. TENNIS FACILITIES: If you have a problem accessing a court or wish to arrange play, please contact a member of the Tennis Committee (at www.LandsEndEmeraldIsle.com; select Lands End Tennis/select Tennis Committee.)

A. General
LANDS END OF EMERALD ISLE ASSOCIATION, INC  
RULES AND REGULATIONS  

(1) Lands End’s four (4) tennis courts (two lower courts near main entrance and two upper courts off Windjammer South) are for the exclusive use of Lands End property owners, persons “entitled to overnight occupancy” according to the Covenants and their guests.  
(2) Residents are responsible for being familiar with this policy and for any damage to the facilities (outside of normal play) caused by them or their guests.  
(3) Use of the Tennis Courts is at the player’s own risk.  
(4) Lands End is not responsible for the theft or damage of any personal property on the tennis courts.  
(5) Tennis Courts are exclusively for tennis play and no other activities.  
(6) Players and spectators should observe the rules of tennis etiquette. This includes no loud or abusive language and no playing of music. When the second court is in use, children and other observers not playing tennis must remain seated or outside the fence.  
(7) Dogs and other pets are not permitted in the fenced court areas.  
(8) No strollers, bikes, big wheels, skateboards, rollerblades/skates or other wheeled devices are permitted in the fenced area.  
(9) Children under the age of ten (10) must be accompanied by an adult.  
(10) All players must wear proper soft soled tennis shoes - no black soles, hard soles, boots, etc.  
(11) Tennis Court hours are open from 7:00 a.m. to 10:00 p.m. daily. The Tennis Committee has the authority to pre-empt regular court time usage periodically for maintenance or special events established for the Lands End community.  
(12) No glass containers or smoking permitted on the courts at any time.  

B. Court Usage  
(1) Courts are available on a first come, first serve basis. When other players are waiting to use the court, the court must be relinquished after one and one half (1 ½) hours of play but players may either bring the match to an outcome or play a maximum of an additional fifteen (15) minutes, whichever comes first. Players practicing alone must relinquish the court after thirty (30) minutes when others are waiting.  
(2) Players who are not property owners or persons “entitled to overnight occupancy” according to the Covenants are not permitted to use the courts unless playing with a Lands End resident. (*see exception below)  

C. Other miscellaneous rules  
(1) Gates should be kept closed at all times.  
(2) The Tennis Court parking lots are for parking while playing tennis only.  
(3) Lighting must be turned off by players when they leave the court.  
(4) Brooms and rollers are to be hung on the fence to extend their usability.  
(5) Use of the backboard must yield to tennis play on either court.  
(6) Use of ball machines must not interfere with play in the adjoining court.  
(7) Violations of the above rules may be referred to the Gatehouse.  
(8) Damage or maintenance issues should be reported at the Gatehouse.  
(9) Questions, suggestions or other issues regarding the tennis courts should be referred in writing (or via email) to the chair of the Tennis Committee. Issues raised in unsigned letters cannot be addressed since additional information is generally required. Issues that cannot be resolved by the Tennis Committee Chair will be referred to the Board.  

* The only exception to rule # B2 is when, in good faith, multiple non-Lands End players have been invited as guests to substitute at a regularly scheduled session, only to discover that no Lands End resident is available to play. While such instances should be avoided by communication among the Lands End resident players, should
this situation occur and the court is available, normal group play may take place. In such circumstance, however, should Lands End residents come to play tennis and no other court is available, the non-Lands End substitutes must relinquish the court at the end of the game. Regularly scheduled groups must submit the list of non-Lands End players and substitutes to the Gatehouse to facilitate entry.

21. SECURITY: Security is the responsibility of every individual in Lands End. Any suspicious activity or any violation of the rules, regulations, covenants, ordinances and laws should be reported immediately to the security personnel. If a rental property is involved, contact with the rental agency and owner will be conducted or coordinated by the Rental Committee.

A. Security Officers
(1) The security guards work for a security company contracted by the Lands End Association. Direction is provided by the Security Committee, the chairperson of which serves as the Board of Director’s only designated point of contact for owner issues related to guards, security policies, rules, and regulations. Email: Security@LandsEndEmeraldIsle.com
(2) Guards will not enter any homes except under emergency circumstances or when authorized in writing by the homeowner.
(3) Guards are authorized to accept and maintain house keys from homeowners under a strict system of key control. These keys will be released only to individuals specifically authorized by the owner for such reasons as maintenance, emergency repairs, etc.
(4) It is highly recommended that owners ensure their telephone numbers are correctly listed in the Lands End Owner Directory, and that additional emergency numbers (such as additional cell numbers) be provided at the gatehouse.

B. Speed Limit: The speed limit on all roads within Lands End is 21 miles per hour. All vehicles, motorized and non-motorized, including but not limited to, automobiles, trucks, motorcycles, scooters, bicycles and golf carts must obey the speed limit.

C. Avoid Creating a Nuisance: All vehicles must be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance, or otherwise.

D. Lands End (Annual) Vehicle Decal: All vehicles, except low-speed vehicles, within Lands End must display either an unexpired Lands End decal or authorized vehicle pass or be subject to towing from the property. After a simple, one time registration using the Lands End Vehicle Registration form and your vehicle’s State Registration card, a current Lands End Vehicle Decal will be issued by security personnel for placement on authorized vehicles. An authorized vehicle is one that is registered to one of the deeded owners’ address or to an annual renter’s address, and consideration will be given to owners’ request to register vehicles belonging to their parents or adult children who need frequent access to the property. However, it is not NECESSARY to register family members’ vehicles since a visitor pass is always issued at your request. Owners (and renters) are responsible to report vehicle changes and updates as they occur. Replacement decals, as needed, are normally issued within 48 hours at no additional cost. Vehicle Decals are non-transferable. Any and all decals, passes or similar items issued by Lands End shall not be copied or reproduced in any fashion or form. Violations will be processed pursuant to the Lands End Rules and Regulations.
(1) Deeded Owners: At the Annual Meeting, Owners will be issued a current, replacement decal (at no cost) for any vehicle currently registered. New Owners or additional vehicles needing to be registered simply require a Lands End Vehicle Registration with a copy of the state registration card. Leave at the gatehouse or email to security@LandsEndEmeraldIsle.com. You will be called by the guard when the decal is ready for pick up. Owners may request
consideration to register vehicles belonging to their parents or adult children who need frequent access to the property.

(2) Annual Lease Renters: Each vehicle registered to a renter listed on an annual lease is eligible for a no cost Lands End vehicle decal. Annual Renters may submit a Lands End Vehicle registration form with a copy of each vehicle's state registration card at the gatehouse upon their arrival. You will be called by the guard when the decal is ready for pick up. At the Annual Meeting, Renters with unexpired leases will be issued a current, replacement decal (at no cost) for any vehicle currently registered

(3) Short Term/Vacation Renters: While not eligible for a Lands End Vehicle Decal, a green visitor vehicle pass will be issued with an expiration date not to exceed 30 days nor to exceed the end of the lease. A copy of the lease must be presented at the gatehouse if not prearranged through a rental agent.

E. Priority Pass (Bar Code Label): The Priority Pass is a bar code label that is read by an electronic reader to open the Owners' gate (West gate). Since a Priority Pass is the only means to open that gate, this limits the West Gate to authorized vehicles only; all visitors must enter Lands End through the front gate. A Priority Pass will only be applied to authorized vehicles and may only be applied by security team personnel. An authorized vehicle is one that is properly registered as described in paragraph D for an annual Lands End decal. If no guard is on duty, the West gate is the only alternative access point when the Front gate card reader is not in operation. Owners may register their vehicles for both an Annual Decal and Priority Pass at the same time or separately, but a vehicle only needs to be registered once. Owners are responsible to report vehicle changes and updates as they occur.

(1) Deeded Owners: Each deeded owner may purchase a Priority Pass for each authorized vehicle at $5 per Priority Pass. Owners may request consideration to register vehicles belonging to their parents or adult children who need frequent access to the property. We encourage use of the Priority Pass in lieu of issuing additional gate cards, particularly for family members. New Owners (or annual renters) or additional vehicles needing to be registered simply require a copy of the state registration card and a Lands End Vehicle Registration with a checkmark to request a priority pass. Leave at the gatehouse or email to security@LandsEndEmeraldIsle.com. A security guard will call you when the paperwork has been processed and advise you to contact the security manager to arrange a date/place/time to apply the priority pass to your vehicle.

(2) Annual Lease Renters: A Priority Pass may be issued for each authorized vehicle at $5 per Priority Pass when requested for a registered vehicle as described for Deeded Owners above. The Priority Pass will be set to expire at end of lease but will be extended when notice of extension is provided to the Rental Committee.

(3) Short Term/Vacation Renters: Although not eligible, exception requests may be considered for short term renters.

F. Gate Access Cards

(1) Deeded Owners: Each deeded owner/family unit may be issued two gate cards at no cost. Application for additional cards at $10 each may be considered. Guards are authorized to conduct a free exchange for non-working cards. There is a $10 fee, after deactivation, to replace a lost card.

(2) Annual Lease Renters: Each party listed on an annual lease may be issued a gate card at $10 each. Application for additional cards at $10 each may be considered. Cards will be issued to the renter, but property management personnel may facilitate payment and pickup by
working with the Rental Committee. Guards are authorized to conduct a free exchange for a non-working card. There is a $10 fee, after deactivation to replace a lost card. Cards will expire at the end of the lease but will be extended when notice of extension is provided to the rental committee.

(3) Short Term/Vacation Renters: Each party on a short term/vacation lease may be issued one gate card at $10 each. Cards will be issued to the renter, but property management personnel may facilitate payment and pickup by working with the Rental Committee. Cards will be disposable and clearly marked with expiration date coinciding with lease end. No more than one gate card per expected vehicle will be authorized. Guards are authorized to conduct a free exchange for a non-working card. There is a $10 fee, after deactivation, to replace a lost card.

(4) In case of an emergency or need temporary use of a gate card, please notify the guard. A temporary, disposable gate card may be the answer, and may be issued for $5.

G. Recreational Vehicles

(1) Within this classification, golf carts, street legal golf carts, motor scooters that are registered with and licensed by the North Carolina Division of Motor Vehicles, and low-speed vehicles are permitted to be operated in Lands End. All other such vehicles are prohibited, including but not limited to, mopeds, go-carts, beach buggies, all-terrain vehicles, four wheel utility vehicles, and other similar vehicles.

(2) No person who is less than 16 years of age and who does not have a valid driver’s license issued under or granted by the laws of North Carolina or some other state may operate a golf cart, street legal golf cart, motor scooter, or low-speed vehicle in Lands End. A learner’s permit shall not be considered as a valid driver’s license nor shall any license that has been revoked, temporary or otherwise, or suspended for any reason, be considered as a valid driver’s license, during the period of suspension or revocation.

(3) Drivers must comply with all applicable North Carolina motor vehicle laws and obey all traffic control signs posted within Lands End.

(4) The Lands End Board of Directors and the Association insurance carriers disavow any liability of or through the Association for any damage, loss, or injury caused by or related to the operation or use of any golf cart, street legal golf cart, low-speed vehicle, or any other type vehicle, including any violation of the rules and regulations. The owner or lessee of any such vehicle assumes full responsibility and liability for the actions of its operators, including but not limited to, claims arising from underage, unlicensed, or irresponsible licensed drivers.

H. Golf Carts (Including street legal golf carts) (Rev 4/2015)

(1) All golf carts must be registered and have an official unexpired Lands End golf cart decal attached to the driver’s side of the windshield or front body of the cart. This decal will be applied under the supervision of Lands End Security personnel. Only carts with visible decals will be allowed to operate within Lands End.

(2) Beginning in April 2015, golf carts will need to be re-registered since the five-year golf cart decal will be replaced with a permanent decal. Lands End golf cart owners will submit a golf cart registration form and a $25 Registration Fee before the permanent decal is issued by a member of the Security team. Security must be notified when a registered golf cart is sold or otherwise changes hands.

(3) A courtesy temporary decal may be issued for your loaner golf cart during repairs of a registered golf cart. Ask at the gate.
(4) To register a rented golf cart, Lands End owners must also complete a golf cart Registration Form. A temporary decal (generally NTE 30 days) may then be issued at $5. (The temporary decal is easily removed before returning the rented vehicle.)

(5) Use of the property owner’s golf cart is frequently authorized in lease agreements for annual renters. If such use is anticipated, the property owner should so indicate on the golf cart registration form and in each rental agreement. If necessary, registration can be coordinated with the Rental Committee and property manager. Owners must ensure their renters are fully familiar with Lands End golf cart rules and regulations; a Lands End Golf Cart Flyer, available at the gate house, may be a convenient tool.

(6) If an Annual Renter wants to purchase or rent his own golf cart, the Annual Renter may initiate a golf cart registration that must be approved and signed by the property owner before Security can issue a decal. If authorized, an expiration date will be added to the decal coinciding with the lease ending date. A $5 (per year) Registration Fee will be collected by Security.

(7) Short Term and Vacation Renters are not eligible to bring any golf cart into Lands End. If the property owner includes use of their own golf cart for vacation rentals, they should so indicate on the golf cart registration form and in each rental agreement. If necessary, registration can be coordinated with the Rental Committee and property manager. Owners of vacation rental properties must ensure each of their renters is fully familiar with Lands End golf cart rules and regulations; a Lands End Golf Cart flyer, available at the gate house, may be a convenient tool.

(8) Golf Carts shall not be operated in a reckless manner. Drivers shall not trespass on private property, allow individuals to run alongside the vehicle, tow anyone on a skateboard, bicycle or other conveyance, nor exceed the number of passengers for which the vehicle is designed or equipped.

(9) Front running lights and rear reflectors are mandatory if the golf cart is driven in dusk or night lighting conditions.

(10) Golf carts shall only be driven and parked on paved surfaces when not on the owner’s property.

(11) Only the Lands End Board can grant an exemption on an individual basis.

I. **Restrictions On Vehicles and Trailers.** Campers and motor homes are not permitted in Lands End and will be redirected at the gatehouse to seek appropriate parking elsewhere.

**J. Parking (rev 4/2015)**

(1) All vehicles must display an unexpired Lands End decal (including golf carts) or authorized vehicle pass which must be visible at all times while operating or parking within Lands End.

(2) At the Clubhouse parking lot, motor vehicles and golf carts must utilize the appropriate size-specific spaces. Two golf carts may share a motor vehicle slot when spaces are limited. No commercial, contractor, construction vehicle or trailer may park unless actively working at the clubhouse or pool area or unless otherwise permitted by security. No vehicle shall be allowed to park for more than twenty-four (24) hours unless permission has been obtained from security. Parking on the grass areas in and around the clubhouse is strictly prohibited by motor vehicles and golf carts. Parking on non-paved common area may be permitted when clearly designed and posted by security with an overflow parking or similar sign.
(3) No vehicle, trailer or other object shall be parked or placed within thirty (30) feet of any intersection within Lands End. A single yellow stripe to indicate this restriction has been placed at major intersections as a reminder.

(4) No vehicle, trailer or other object may be parked so as to obstruct the flow of traffic, obstruct another's driveway or mailbox, obstruct the view at an intersection for oncoming drivers, impede foot traffic, impede delivery functions, impede access by and for emergency vehicles, or in any way create a hazard.

(5) No boat, boat trailer, jet ski, jet ski trailer, other trailer, equipment, storage unit, camper, recreational vehicle, utility vehicle, commercial vehicle, or any other type of motor vehicle shall be allowed to remain on any street or Common Area overnight unless permission is obtained from security.

(6) No stripped, partially wrecked, inoperable junk motor vehicles, vehicles with expired license plates/state inspection decals or parts thereof shall be permitted to be parked or kept in Lands End unless stored/parked within a dwelling or garage so as not to be visible from any property or common area.

(7) No rental trucks, commercial vehicles or trailers shall be parked overnight in Lands End on any private lot, street or common area without approval from security.

(8) No commercial type vehicle or trailer (with or without signage), jet ski, jet ski trailer, or any other unauthorized vehicle (excluding boat trailers and contractors’ and construction trailers) shall be parked on any lot overnight unless it is stored/parked within a dwelling or garage, or fully hidden with a solid fence or wall so as not to be visible from any property or any common area.

(9) Only boat trailers and contractors’ and construction trailers can be visibly parked overnight on any lot in Lands End.
   a. A boat trailer is deemed to be a trailer designed with cradle-type mountings to transport a boat and configured to permit launching of the boat from the rear of the trailer and does not include any trailer or unit, designed, crafted, or used to transport kayaks, canoes, jet skis, inflatable vessels, or any other type of similar vessel.
   b. Contractors’, commercial, construction vehicles and trailers may visibly park on a lot in Lands End only while the site is under construction, renovation, or repair. Such vehicles, when owned or regularly operated by an owner, resident, guest or tenant, may not be parked on any lot or common area overnight or on a regular basis unless it is parked in a closed garage or otherwise not visible from any property or common area.

(10) The parking lots adjoining the tennis courts are strictly reserved for players during tennis play. When there is no tennis play, the parking lots may be used solely on an hourly basis (e.g. meeting the school bus, etc.).

(11) The parking spaces beside the gatehouse are for temporary official use only.

(12) Occasional need for temporary additional personal/guest parking should be discussed with security in advance.

(13) It is prohibited to park any motor vehicle on any non-paved common area or on any non-paved private property or lot unless permission is obtained from security.

K. Towing Policy and Procedures
   (1) Recognizing a need to enforce the rules and regulations as they pertain to vehicles within Lands End and pursuant to the authority granted by the Amended and Restated Protective
Covenants Lands End and Lands End West, your Board has adopted This Towing Policy and Procedures which shall apply to the operator of the vehicle, registered owner of the vehicle, owner of the vehicle, lessee of the vehicle or any person who causes the vehicle to be in violation of the rules and regulations. The provisions set forth herein are intended to supplement and not replace any other policy, procedure, rule, or regulations which pertain to vehicles within Lands End and are, of course, in addition to any local or state ordinances, codes or statutes.

(2) In the event of a parking or other vehicle violation, the Board or its duly authorized agent(s) shall send a notice of violation to the owner if known, or shall affix a notice of violation to the vehicle. Said notices shall contain such information and be in a form as the Board deems appropriate. Attempts will be made to identify the vehicle owner, operator of the vehicle, registered owner of the vehicle, lessee of the vehicle or the person causing the violation and notify the party of the violation. If the violation is not rectified within a reasonable time after the notice is affixed to the vehicle or notice has been sent to the owner, the Board or its duly authorized agent(s) shall have the authority to tow the vehicle at the owner’s expense.

(3) In addition to providing notice of any violation, the Board or its duly authorized agent(s) may also take any or all of the following actions:
   a. Record, to the extent feasible, the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations in a form as the Board deems appropriate. All such records of violations shall be kept by the Association in the manner designated by the Board.
   b. Identify or attempt to identify the vehicle owner, operator of the vehicle, registered owner of the vehicle, lessee of the vehicle or the person causing the violation and notify the party of the violation.
   c. Notify the local governmental authorities.

(4) The Board or its duly authorized agent(s) shall have authority to tow vehicles within a reasonable time after notice as provided in paragraph (3).

(5) In addition, the Board or its duly authorized agent(s) shall have authority to tow Vehicles will be towed without providing advance notice when a vehicle is parked in a fire lane, is parked in such a manner as to interfere with ingress or egress of other vehicles, does not have a current and valid Lands End decal or authorized pass affixed to the vehicle or in clear view, is parked in such a manner as to prevent towing of another vehicle that is in violation, or is parked in a manner which presents an immediate danger to the property, health, safety and welfare of any person or the property of the Association.

(6) Anytime a vehicle is towed pursuant to this policy and procedures, all costs and expenses incurred, including legal fees and costs, shall be the responsibility of the vehicle owner. In addition, owners of violating vehicles will be charged with any and all expenses incurred by the Association to perform any required repairs to damaged common areas caused by said vehicles.

(7) The Board may enter into an agreement with an appropriate company or individual to effectuate the removal of vehicles pursuant to authorization under this policy and procedures. Said company or individual may only tow a specific vehicle after being contacted by the Association or its duly authorized agent(s) as there shall be no general authorization given to a company or individual to tow unauthorized or violating vehicles within Lands End. In addition, the Association or its duly authorized agent(s) will attempt to notify the local governmental authorities when a tow has been requested.
(8) Any owner, resident or person(s) who directly engages a tow company or individual to tow a vehicle shall bear full and complete responsibility for said action and shall agree to hold the Lands End of Emerald Isle Homeowners Association, Inc., its officers, directors, representatives and agents harmless from any and all liability, costs or fees they may occur for any such action. Owners, residents or any other such person(s) are hereby advised that they assume all responsibility and liability associated with towing the vehicle.

(9) Nothing contained herein shall constitute a waiver of the rights or remedies available to the Association under the law.

(10) All owners are responsible to ensure that their family members, visitors, guests, tenants, agents, contractors or otherwise observe and comply with these and any other provisions which apply to vehicles within Lands End.

L. Visitors, Guests, Workers, and Contractors

(1) Visitors from outside of Lands End (e.g., friend, relative, tennis partner, repair person, contractor, etc.) must enter through the front gate. Please call the gatehouse in advance of their arrival (252.354.3238) so that a visitor or contractor vehicle pass can be ready for them. If an individual arrives at the gate without advance notice, the guard will attempt, as time permits, to contact the owner of the destination property for verification. If traffic is heavy, both the owner and visitor may be inconvenienced; and if the owner cannot be reached, the visitor or contractor will be denied access. All vehicles allowed into Lands End must bear a Lands End decal or vehicle visitor pass or be subject to towing.

(2) To avoid having to repeatedly call in a housekeeper, healthcare worker, etc. scheduled on a regular basis, owners may provide the gatehouse with the person’s name and/or the company name and expected schedule for up to 30 days. The guard is authorized to issue not more than a 30-day temporary/expiring pass. Renewals will not be automatic. Owners must advise the gatehouse of the need for another pass in the subsequent 30 days.

(3) Contractors shall not be allowed to operate, work or perform any function in Lands End on Sundays, New Years’ Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, nor Christmas Day. On all other days, contractors may arrive after 7:00 a.m. and must leave the premises by 6:00 p.m. Exceptions include, but are not limited to: contractors used for maintenance/repair work on common property, contractors used for clubhouse rentals, real estate agents, any other facts and circumstances as is deemed necessary. Please call the guardhouse for Board or Security approval.

(4) The general public is prohibited from entering Lands End for any type of personal garage, yard, or moving sales. Specifically named visitors from outside of Lands End must be called in at the gatehouse in advance of their arrival so that a visitor pass can be ready for them. Otherwise, our guards are instructed to deny members of the general public entry into Lands End.

(5) Real estate open houses may be held at reasonable times during the week or weekend and must be by appointment only. The owner or designated realtor for the open house must give security a list of all non-Lands End residents who will be attending prior to the start of the open house. Attendees should be advised to enter Lands End through the front gate. Security will check attendees against the list. If not listed, Security will attempt to reach the point of contact for the open house to get approval for that person to enter or entry will be denied. The owner or designated realty person should make every effort to ensure that the list of attendees is as complete as is possible. In the event an owner or designated realty person fails and/or refuses to abide by these guidelines or attempts to circumvent these guidelines, the
Association through its Board of Directors shall have the right to prohibit and revoke the privilege to such owner or designated realty person of holding an open house in Lands End.

**M. Use of Remote Gate Lift Directory** *(rev 4/2015)*

(1) In keeping with current technology, we can now program any telephone number into the Remote Gate Lift Directory.

(2) If the security guard is not at the gatehouse when your visitor or delivery arrives, your visitor may either scroll to your last name on the directory screen, or dial your pre-programmed telephone number on the key pad. At the Lands End property, caller ID will display "Lands End Security". The owner should answer the phone, confirm the caller’s identify, then pressing the ‘6’ key to activate the gate lift. If an overnight guest is let into Lands End after hours, the Lands End owner is to advise the guest to report to the gatehouse first thing the following morning to obtain a visitor’s vehicle pass (or risk being towed).

(3) A detailed instruction sheet is provided in this Directory/Handbook and at the gate. You may copy it and provide it to your guests in advance of their arrival.

**22. GRIEVANCES**

**A. Purpose:** The purpose of this Grievance Policy is to establish a procedure and guidelines for making, receiving, handling and resolving grievances submitted to the Association by Owners who are in good standing. While the Association believes that it is in the best interests of all concerned to encourage the amicable resolution of disputes and grievances, and the Association trusts that the Owners agree to follow the policies and procedures hereinafter set forth, it is noted that this policy does not in any way alter an owner’s rights to enter into legal proceedings upon completion of the grievance proceedings.

**B. General**

(1) The Board strives to ensure compliance and enforcement of our Covenants, Rules, Regulations, Policies and Procedures and any other document, law or ordinance affecting Lands End by all Owners. However, Board members are not the only Owners who can monitor Lands End for violations. The Board may act on grievances that are submitted by Owners who are in good standing and that are determined by the Board to constitute violations or otherwise warrant action by the Association. When a grievance is submitted that does not constitute a violation or that will not be responded to by the Association, the Board may choose, in its discretion, to respond to the Owner who submitted the grievance in order to explain why the grievance will not be acted upon.

(2) Any Board member may submit a grievance in his or her capacity as an Owner, but the submitting Board member thereafter must abstain from any Board vote and decision on whether such grievance is a violation of the governing documents of Lands End and from any Board vote and decision on remedial action(s) to be taken to respond to the grievance. This provision shall not be interpreted to restrict any other duties, rights, or responsibilities of an individual in his or her capacity as a Board member.

(3) Only those grievances that are determined, by majority vote of the Board, to be a violation of the governing documents of Lands End will be a violation. Any action taken by the Association to resolve a grievance or violation must be agreed upon by a majority of the Board.

**C. Grievance:** A grievance in the context of this policy shall be:
(1) Any alleged violation by any Owner, as that term is defined in the "Second Amended and Restated Declaration of Protective Covenants, Lands End and Lands End West" dated May 6, 2002, of any covenant, rule, regulation, policy, procedure or any other document, law or ordinance affecting Lands End.

(2) Any alleged wrongful act by the Association, the Board, a Board member, committee, committee member or officer of the Association, as alleged by any Owner.

(3) The following actions or claims shall not be a grievance in the context of this policy:
   a. Any actions or claims by the Association against an Owner to collect assessments, fines, late charges, or other sums due the Association, including lien and foreclosure actions; and
   b. Any action taken by the Association against an Owner to enforce any provisions of the Association’s Declarations, Bylaws, Covenants, Rules, Regulations, Policies, or Procedures; and
   c. Any claim of the Association which if not pursued by the filing of a lawsuit or other action would be deemed barred due to applicable statutes of limitations or repose or other legal restriction; and
   d. Any action taken by the Association against a person or entity who is not an Owner, as that term is defined in the "Second Amended and Restated Declaration of Protective Covenants, Lands End and Lands End West" dated May 6, 2002.

D. Submittal of Grievances

(1) Aggrieved Owners are encouraged, if appropriate under the circumstances, to first make initial contact with the individual(s) causing the alleged grievance in a neighborly and dignified manner. Though not a requirement, it is preferred that the concerned parties arrive at a solution not requiring intervention by the Association.

(2) When the parties cannot in good faith resolve the grievance, the aggrieved Owner may submit the grievance to the Association. Any grievance shall be submitted in writing to the Association on a prescribed form provided by the Association.

(3) At the discretion of the Board, the Association may acknowledge and respond to oral concerns raised by Owners in good standing, but Board action in such instances shall be limited solely to verbal communications with the individual(s) causing the concern, unless the Board determines otherwise.

(4) The Board requires that each grievance be submitted as a separate writing. Submission of multiple grievances within a single writing is prohibited, and such writings may be returned without any action taken on the submission.

E. Suggested Guidelines for Board Action(s): The following steps are set forth as guidelines for the Board to follow in evaluating and responding to grievances submitted by Owners. Nothing contained in the following guidelines shall impose any new duty or obligation on the Board or Association, but the following guidelines shall serve as a guide to present and future Board members on how the Board is encouraged to handle grievances submitted by Owners:

(1) Upon receipt of a written grievance from an Owner in good standing, the Board should review the grievance to determine whether it constitutes a violation of the governing documents of the Association.

(2) Following a determination of the sufficiency of the submission on the grievance, the Board should consider the submission, should investigate the grievance as appropriate, and should determine what response, if any, is appropriate to the grievance. A response may be informal or formal, may be oral or written, may consist of one or more of the following steps in any
combination or order if appropriate, or may consist of other actions that the Board deems appropriate. Among the possible actions, the Board may:

a. Identify for the aggrieved owner alternatives that may be more appropriate for resolving the grievance than Association intervention.
b. Direct one or more Board members to contact the party(ies) in alleged violation to discuss the grievance and potential corrective measures.
c. Correspond with the party(ies) involved.
d. Provide notification of a violation to an Owner from the Board outlining the necessary corrective action.
e. Contact any appropriate governmental or other official agency for occurrences within the agency’s jurisdiction.
f. Coordinate having work performed to remedy a violation by retaining the appropriate professional, if and when the Board deems it necessary and appropriate.
g. Direct that the involved parties shall make every reasonable effort to meet in person to resolve the grievance by good faith negotiation.
h. Direct the parties, if a grievance cannot be resolved within such period of time as may be agreed upon by the parties, to have the matter submitted to a mediation process and/or arbitration process, the details of which will be determined by the parties at such time.
i. Refer the grievance to an appropriate committee appointed by the Board with or without consideration of the grievance by the Board prior to referring the matter to a committee.

**F. Withdrawal of Grievance:** A grievance may be withdrawn at any time by the Owner who submitted the grievance. However, the Board may continue to proceed on its own on any matter that is determined to be a violation or that is determined to warrant Association action, even though the matter originally was brought to the attention of the Board through a grievance that is later withdrawn.

**23. NO SMOKING POLICY** (added 4/2015): The use of smoking products of any sort is prohibited inside the guardhouse, tennis courts, pool, pool area, inside the clubhouse and the patio/deck of the clubhouse and any other area as may be designated by the Board of Directors.