

WINDBROOKE TOWNHOME ASSOCIATION, INC.
EXTERIOR MAINTENANCE POLICY

The Declaration of Covenants for Windbrooke Townhomes states in Article VIII, Section 1 that the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks mailboxes fences installed by Declarant or the Association, exterior post lights excluding electricity therefor), and other exterior improvements. Such exterior maintenance shall not include glass surfaces, screens, awnings, and if permitted, approved additions to dwellings made after completion of the initial dwelling (unless maintaining of such addition is affirmatively assumed by the Association).

Association responsibilities relating to Windbrooke Townhomes are confined to maintenance, repairs, and replacement resulting from normal aging and exposure. Responsibilities are restricted to the original construction.

Repairs and replacements resulting from original construction defects, accidents, termites, natural disaster, civil disturbances, vandalism and any other loss covered under homeowner's insurance are the responsibility of the homeowner. Homeowner negligence and other similar acts shall also be the responsibility of the homeowner.

The Association does carry a termite warranty contract for each unit and is responsible for that termite damage which is covered under the contract.

Any and all maintenance which is the responsibility of the Association will be provided under the direction of the Board of Directors after considering the specific circumstances and the most economical and appropriate method. The Board will decide when a situation requires remedy. Repairs which are non-emergency in nature may be delayed for budgetary reasons.

The Association will not be responsible for interior damage resulting from exterior failure or for the exterior damage caused by internal problems. Structural damage to walls, floors, roofs, etc., resulting from settling of the foundation is the responsibility of the homeowner, not the Association.

The homeowner, in no instance, will dictate the method of repair used when the Association is responsible for them.

Both the homeowner and the Association are to provide maintenance and repairs in good faith on a timely basis so as to prevent further damage.

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The Association, therefore, will be responsible for:

1. Repair of roofs, excluding skylights.
2. Replacement of roofs at a time determined by the Board of Directors. This replacement to include any repair or replacement of sheathing and wood under the shingles. It is not the responsibility of the Association to replace structural supports under the roof which are causing a problem.
3. Clean the gutters and downspouts when necessary as determined by the Board and Management.
4. Replacement or repair of gutters and downspouts when necessary, as determined by the Board and Management.
5. Repair or replace as necessary, as determined by the Board or Management, all siding and shutters and paint each unit on a regular schedule as determined by Board and Management.
6. Maintenance of trees, shrubs, grass and walks to the extent determined by the Board and landscape committee with Management. This does not include private gardens planted by homeowners.
7. Maintenance of walkways.
8. Repair and replacement of mailbox stands and mailboxes necessitated through normal use.
9. Repair and replacement of private roads and parking areas.
10. Lights in the common areas.
11. Repair and replacement of all non-structural components of decks and porch floors, railings, and steps as installed. The Association will power wash and seal decks as needed.
12. Windows, doors and jambs as installed by the builder (excluding glass surfaces).

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The Homeowner is responsible for:

1. Chimney leaks, problems with animals getting in the chimney or other structural problems. (Brick chimneys are completely the responsibility of the owner other than the surface, which is Association responsibility.)
2. Structural problems causing a unit to shift position or any problems caused by this shift.
3. Heating or air conditioning units or any feeder lines to them.
4. All glass surfaces.
(Frames will be painted by the Association when the units are painted.)
5. All plumbing including the line from the meter to the unit. Homeowners are responsible for all repairs to landscape and parking areas as a result of needed maintenance.
6. All sewerage lines to town clean-out or common line.
7. All electrical fixtures and lines except lights paid for by the Association on common areas.
8. Any inside damage caused by outside leaks or failures.
9. Garden or flower beds installed by the owner.
10. Inside and outside insect control, except termites, unless covered under the landscape contract.
11. Grounds maintenance within any fenced in area.
12. Repair and maintenance of all architectural changes with the exception of skylights installed by the builder or with architectural approval prior to 1990. (optional)
13. Ice and snow removal necessary for their convenience or safety. The Association may elect to contract for this at its discretion.
14. All areas under the townhomes and decks.
15. The Foundation and all structural parts of the house and decks.

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16. Drainage system for the units with the exception of gutters and downspouts.
17. Storm doors, screens and storm windows including repair, replacement and painting between regular paint cycles.
18. The electrical components of the attic fans and vents.
19. Damage to landscape caused by improper parking by family, employees, guests, etc., by auto repairs, oil spill, negligence, pets, etc.
20. The extra cost for painting a unit due to owner negligence such as changing color or using the wrong type of paint.
21. Foundation or structural problems causing a problem with the surface floor of porches or decks.
22. Exterior plants, ivy and other vines on the exterior surface of the unit are difficult to control, can damage exterior walls surfaces and increase the cost of maintenance. Homeowners who desire to have such plants must keep them in pots and away from all building surfaces. If the owner fails to keep them away from the buildings, the vines will be removed by the Association and the homeowners will be charged for the work.
23. Firewood must be stored 18 inches from all wooden structures and no more than 1/2 cord should be stored at one time. Heavy plastic or metal covering must be under the wood to prevent insect problems and frequent insecticide spraying should be done. Additional wood may be neatly stacked in the natural areas, if it does not present any hazards or create interference with landscaping crews. It is the responsibility of the homeowner to dispose of old decaying wood or any wood that is known to have termites or other insects. If firewood is the cause of any damage, the homeowner will be charged. It must not be stacked against or near any trees.

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1. Flowers and plants may be planted in your existing flower beds if they grow no higher than your windowsill. Check with your neighbors to make sure they do not have a problem with any of your gardening plans.
2. Any trees, plants, flowers or shrubs planted outside your flower beds or that grow above your windowsills must have advanced approval.
3. Bird feeders and flags should be hung on the back of the house, not in the front.

Also, if you have wind chimes, we ask that they be placed in the back of your house and that you check with your neighbors to ensure that they are not bothered by the sound.

4. Gardens and plantings to the back of your home are generally accepted.

After May 1, 1995, half screens will no longer be allowed on the front of your home. Remember, we voted to allow full screens on the front. You can buy these at any Lowe's, Home Quarters, Home Depots, etc. They are the same size as the back screens.

Installation of full size screens on all front windows similar to screens provided on back of home at time of closing.

Windbrooke Storm Door Policy

Full view storm door.

Available at Stock Building Supply in Apex and Raleigh (see phone numbers below).

Stock # STDC 301LT-3/0 wide.

Homeowner shall purchase brass hardware and paint door to match front exterior door.

Stock Building Supply

7708 BURWELL ROAD

RALEIGH, NC 27615-

4120

Phone: (919) 850-8250

Stock Building Supply

1701 N SALEM ST

APEX, NC 27502

Phone: (919) 362-8377

**WINDBROOKE TOWNHOMES ASSOCIATION, INC.
RESOLUTION REGULATING PARKING ON COMMON PROPERTY**

PARKING POLICY

WHEREAS, Article X, Section 1 of the **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** grants the **BOARD OF DIRECTORS** of the **SITE ASSOCIATION** the power to formulate, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the front yard space of each lot and the Common Areas. Such rules and regulations may provide for imposition of fines or penalties for the violation thereof, or for the violation of any of the covenants and conditions contained in this Declaration; and

WHEREAS, Article II, Section 4 of the **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** states: Parking Rights. The owner or owners of each lot shall be entitled to one automobile parking space and to the use of at least one additional parking space (provided, the Association, in its discretion, may permit the use of more than one additional space), and the parking space shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking spaces. No boats, trailers, campers or recreational vehicles shall be parked within the Common Area, greenways or rights of way of any public or private street in or adjacent to the Property. All boats, trailers, campers or recreational vehicles shall be parked only in such areas designated for parking such vehicles and upon such terms and conditions as shall be established by Silverton Homeowners Association, Inc., its successors or assigns.

WHEREAS, in order to assume equitable parking arrangements as well as safe and attractive parking areas, the **BOARD** wishes to establish a parking policy;

NOW THEREFORE, BE IT RESOLVED THAT the following parking policies be adopted by the **BOARD**:

Section 1. Parking Rights. Ownership of each Dwelling Unit Site shall entitle the owner thereof to the use of not more than two automobile parking spaces unless permission is given for additional spaces by the Board of Directors of the Association through the Management Company. The Board will assign the area for the third car to be parked in according to availability. Third car license plate must be registered with the Management Company.

Section 2. Vehicle Requirements. All motor vehicles shall display current registration license plates and inspection stickers and be maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust, emission (loss of liquids such as fuel, oil, or coolant) or appearance (junk, non-operating vehicle).

Section 3. Restrictions.

a. No junk vehicle, trailer, truck other than a non-commercial 1/2 ton pickup, recreational vehicle, camper, house trailer, boat or the equivalent, shall be parked in the parking areas of Windbrooke.

SNOW REMOVAL POLICY

Some old wives' tales really do come true... we have had two major snowfalls within 10 days of a winter thunderstorm. Several residents have inquired about the Association's responsibility for snow removal from roads and walkways following these storms.

Unfortunately, the Articles and By-Laws do not specifically address this situation. Therefore, the Board has formulated a policy based on our insurance liability and the prevailing policies of similar neighborhoods.

If there is a significant accumulation on the roads of at least 4", the Association will either have the roads plowed or dusted with a sand and salt mixture. (During the past two storms, the Board opted to dust with sand and salt because of the mixed precipitation.) The Association will not assume the responsibility to clear walkways. This decision is based on the tremendous cost associated with this activity and the potential for increased injuries due to residual ice build-up.

If a significant number of residents express concern about this policy, the Board may review its decision. However, residents should be advised that there would be a substantial increase in monthly assessments to cover the tremendous expense involved. You may, if you wish, contact Dickson Properties, who can give you a name and phone number of someone who can perform this for you. You will, of course, be responsible for this cost and will be billed directly by this person.

WINDBROOKE HOMEOWNERS ASSOCIATION
ASSESSMENT DELINQUENCY POLICY

All assessments, fines, fees, or other charges levied by the Association are due and payable in full on the first day of the month. Each day thereafter any charges unpaid on an account are considered late. Any balance owed on an owner's account that is late and payment not received in full by the management company by the twentieth (20th) day of each month will be assessed a late fee of \$20.00.

If an owner's account has been delinquent for at least 30 days, a notice of delinquency will be sent to the owner.

If an owner's account has been delinquent for at least 60 days, a final notice of delinquency will be sent to the owner. If the owner does not pay the account in full within 15 days, the account will be referred to a collections attorney who will take the actions provided for in the Covenants and Bylaws to collect the monies owed. The attorney may file liens, seek judgments in court, and process the account for foreclosure. Final authority for foreclosure will be approved by the Board of Directors.

Adopted by the Board of Directors, Windbrooke Townhomes Association, January 1, 2006.

Fence Policy of Windbrooke Townhome Association

Whereas, the Windbrooke Homeowners Board approved a fence in 1996, which was flush with the homeowner's deckline.

Whereas, a survey was conducted from all Windbrooke homeowners in September and October 1998, inquiring about their preferred specifications for fences. Of the 95 surveys distributed, 32 were returned. Of these, 20 respondents did not approve and 12 approved of fencing. The 63 remaining homeowners did not respond. By default, these homeowners understood that their non-response would indicate approval of fencing. Therefore, all fences allowed should be of the vertical shadowline construction type, not to extend beyond the deckline, be of 5 feet in height with posts to be flush with the fence and to incorporate a gate.

Now therefore, based on the 1996 approved standard and 1998 survey results, the Windbrooke Homeowners board has adopted by unanimous vote, the following outdoor fence standards and specifications outlined below.

1. Prior Approval:

As with any request for any exterior changes to your unit, a request to construct a fence must be submitted on the *Architectural and Landscape Improvement Request Form* to the Architectural Review Committee of the Board of Directors and receive approval before construction is to begin. If guidelines which result from this policy will be followed in their entirety, fences will generally be approved 'automatically' by this Committee though formal review and approval by this Committee is still required. The Board of Directors and the Windbrooke Townhome Association waives any liability for damages or personal injuries that result from the installation and maintenance of the fences.

2. Style and Height:

The only style that is acceptable is the Vertical Shadowline or "Good Neighbor" Design Fence and it is to be five (5) feet in height. See Attachment A. The posts will be flush with the fence. Obstruction of views of adjoining properties may be given consideration for disapproval.

No chain-link, wire-backed including vinyl coated fencing, barbed-wire, concrete or brick fencing will be allowed. A gate will be installed to provide access for exterior maintenance purposes. Any signs on the fence must receive prior approval from the Architectural Review Committee.

3. Color, Materials and Treatment:

The fence materials must match the stain and wood of the unit's porch deck. All hardware shall be corrosion resistant, and all posts shall be set in concrete below ground level to a depth of 50% of their height. Therefore, a 5 foot high fence post should be cemented in the ground 2.5 feet. The wood must be treated to resist decay.

4. Location and Construction Details:

A fence shall not extend beyond the back and side deck lines. No fences will be allowed in front yards. The finished side of the fences must face outwards. Any trees or shrubs which need to be removed during the installation of the fence will require prior approval. Natural or landscaped drainage must not be disturbed during the installation of the fence. The fence request should incorporate landscaping shrubs

outside of the fence. At minimum, requests will be accepted if they have the same level of shrubbery surrounding the unit's current foundation. Vine-loving plants will not be accepted for approval.

Changes to the surface, grass, or the incorporation of permanent structures within the enclosed area will also require prior approval from the Architectural Review Committee. A homeowner shall bear the full cost associated with the reconfiguration of deck stairs when the current location of the stairs prevents conformity to the placement of the fence.

5. Homeowner's Responsibility for Maintenance and/or Repairs:

At minimum, homeowner will adhere to all requirements outlined in *the Architectural and Landscape Improvement Request Form* and include 1) replacing or repairing any damages caused by the installation of the fence; 2) informing the new owner of maintenance obligations; upon transfer of the property; 3) providing neighbors the right to comment and present views about the proposed improvements; and 4) providing the legal plot plan and including "top down" and "side view" drawings illustrating the proposed fence and relocation of the deck stairs, if applicable.

Maintenance and repair of the fence is the property owner's full responsibility. A clear wood preservative and/or water treatment and stain will be part of the normal maintenance practices of the property owner in order to preserve the look of the fence. Homeowners will be asked to: 1) maintain the lawn within the enclosed area which includes cutting, seeding and trimming; 2) trim the grass along the outside of the fence; 3) maintain the enclosed area in a neat and tidy manner - neighbors will see the enclosed area from porches and upstairs windows and 4) remove pet excrement to eliminate odor from this area. All maintenance requirements will be attached to the deed of the property to ensure that all subsequent homeowners are aware of the requirements.

The Board will maintain and repair the fence and bill the homeowner the total cost of the work when any of these maintenance obligations have not been met by the homeowner. The Board will provide notification to the homeowner at least one month prior to the proposed work. The advance notice will be waived if the Board determines the repair and/or maintenance work is work necessary to prevent an immediate liability to the Windbrooke Townhome Association.

The Windbrooke Townhome Association will have full discretion to determine if the fence is not being maintained appropriately. If after a thirty (30) day notice from the Board of Directors, the necessary maintenance is not completed, the Board will cause work to be done and bill the homeowner the full cost including materials and labor, plus 15%. If the homeowner does not respond, the cost becomes a lien on the lot.

The Board of Directors will take further action to remove the fence if maintenance problems are not rectified, i.e., the Board of Directors is not granted access to this area for maintenance, and the cost of such removal will be borne fully by the homeowner. This action will commence ninety (90) days after the initial contact by the Board of Directors outlining the maintenance problem(s).

Attachment A Fence Style

Vertical Shadowline or "Good Neighbor" Design Fence

