

## **RULES AND REGULATIONS**

### **Windbrooke Homeowners Association**

THE FOLLOWING RULES AND REGULATIONS ARE DESIGNED TO MAKE LIVING AT WINDBROOKE PLEASANT AND COMFORTABLE FOR EACH MEMBER OF THE ASSOCIATION. THE RESTRICTIONS WHICH THE BOARD HAS APPROVED ARE FOR THE MUTUAL BENEFIT OF ALL. THE COOPERATION OF EACH MEMBER IS VITAL.

**GENERAL:** Each lot shall be used for residential purposes only.

**ALTERATIONS:** All exterior changes must be approved by the Board of Directors. This includes but is not limited to buildings, fences, walls and plantings or landscaping. Complete plans and specifications showing nature, kind, shape, height, materials and proposed location of any alterations are to be submitted to the Board of Directors or their designee, with a plat plan, for approval. The Board of Directors has thirty (30) days to respond and will do so in writing.

**ANTENNAS:** See Appendix A for the guidelines on installing satellite dishes.

**ARC – Architectural Review Committee –** volunteers of owners who live in the community who review requests by owners for changes in the exterior of their property to make sure the request is in compliance with the Bylaws and Covenants. All ARC requests must be approved by the HOA Board. ARS forms are available on the R.S. Fincher website.

**COMMON AREA:** This area is to be protected. It is not to be abused by litter. No activity is to be carried out which will restrict the enjoyment of all members. Nothing shall be altered, constructed on or removed from these areas without written permission from the Board.

**CLOTHES LINES:** No clothes lines are permitted.

**DUES:** Homeowner's dues are due and payable the first of each month. Any homeowner who is in arrears will be subject to a legal action against them in Wake County Court.

**FENCE:** See Appendix B for the guidelines on installing fences.

**FINES:** Any resident who fails to cooperate with a request from Management in regards to a violation of the rules is subject to a fine as established by the Board of Directors.

**FIREARMS:** It is prohibited in any area of Windbrooke to discharge any type of firearm or weapon including but not limited to: Pellet guns, bows and arrows, BB guns, air rifles, or fireworks.

**FIREWOOD:** Wood is to be stacked neatly in the rear of the units in a natural area away from structure and should not impede ground maintenance. Refer to section on Termite Protection.

**INSURANCE:** The Homeowners Association provides general hazard or homeowners' insurance for the residential units. A policy specifically designed for townhouse owners' contents is recommended.

Nothing shall be done or kept in any unit, in the common areas and/or facilities which will increase the rate of insurance on the common area and facilities or any other unit without the prior written consent of the Association.

No unit owner shall permit anything to be done or kept in his unit or in the common areas and facilities which would result in the cancellation of insurance on any unit or any part of the common areas or which would be in violation of any law.

**NOISE:** Being thoughtful of one's neighbors is especially important in a community such as Windbrooke. Loud noises from television, stereos, musical instruments, children, machinery, pets and other disturbances are to be avoided. If a homeowner should be disturbed by a loud noise, he should first attempt to notify the disturbing party. If the disturbing party is uncooperative and/or the problem is severe, then the local law enforcement agency should be contacted. The management office should be contacted the next business day. "NO OBNOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CONDUCTED UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD."

**PATIOS/DECKS:** These are to be maintained in a neat and attractive manner. No unsightly equipment or articles are to be placed or stored on or near the patio/deck.

**PETS:** All laws, ordinances, rules and regulations pertaining to dogs and other domestic animals adopted by the State of North Carolina and Wake County are adopted as rules and regulations of Windbrooke and are incorporated herein. In particular, all animals must be leash controlled. Solid pet excrement is to be removed by owner immediately.

**PLANTS/FLOWERS:** Plants and flowers may be planted in your existing flower beds if they grow no higher than your windowsill. Check with your neighbor to make sure that they do not have a problem with any of your gardening plans. Gardening and plantings in the back area are generally acceptable.

**SNOW REMOVAL:** If there is a significant accumulation on the roads of at least four (4) inches, the Association will either have the roads plowed or dusted with a sand and salt mixture. The Association will not assume the responsibility to clear walkways.

**SOLICITING:** There will be no soliciting for any cause without express written permission of the Association.

**RENTERS:** All renters must comply with the rules, regulations and by-laws of the Association and should be properly informed of these responsibilities by the owner of the unit. Any damage done by the renters shall be charged to the respective unit owner.

**SIGNS:** No signs are allowed on Windbrooke property except those specifically approved by the Board of Directors through written request. Approved signs, include but are not limited to Political, Directional, for Sale or For Rent, must be placed within the front flower bed of the specific unit. Any signs found outside of these areas will be removed by an agent of the association. Political signs may be placed prior to election, and must be removed within 2 days after election.

**STORM DOOR: Company: Pella** (available at Lowes)

**Option 1)**

Clear Fullview, Pella Select model 6000, Putty color with choice of hardware: Bright Brass, Brushed Brass or Antique Brass.

**Option 2)**

Rolscreen combination storm door and screen, Putty color, with two hardware options:

- 1) Solid Brass Item#415937, Model# P390060862
- 2) Satin Nickel Item#415922, Model# P390052862

**TERMITE PROTECTION:** The Association will purchase annual termite insurance. The cost of same will be included in the Association dues. No lumber, firewood paper or cardboard is to be stacked against the house or in the crawl space. Re-grading of soil adjacent to foundation walls or any other alteration that adversely affects infestation protection will result in additional premiums or repair costs charged to homeowner for the reissue of Association's protection agreement.

**TOYS:** Bicycles, skateboards, etc. should not be stored in common areas or left in the way of grounds maintenance personnel. Toys and household equipment shall not be placed or stored in the front of the unit.

**TRASH CONTAINERS:** Trash/Recycle containers should be stored behind the unit, not left on the curb or in the parking lot after trash pick-up. Boxes are not to be put in dumpsters. Large boxes must be broken down prior to placing in the dumpster.

**VEHICLES:** There shall be no driving or parking of motor vehicles upon the common areas of the association that are not so designated for vehicular travel and/or parking. Under no circumstances shall motor vehicles be driven or parked upon lawns or natural areas except those vehicles used by grounds contractor. Violators will be held responsible for all damage to the property including lawns, trees, shrubbery, underground utilities, etc.

All vehicles must be in operable condition with current tags. Boats, campers, trailers and similar vehicles are not to be parked or stored on the Windbrooke property. Said vehicles will be towed 5 days after failure to act upon notification by the Association.

Article II, Section 4 of our Covenants allow the Board to designate parking spaces for special types of vehicles such as work trailers. The Board has designated two parking spots for work vehicles that are visually non-intrusive 1) on the north side of the dumpster enclosure on Windward and 2) on the north side of the dumpster enclosure between 204 and 206 Windward Drive. The work vehicle should not take up more than one parking space and shall not impede parking in the adjacent space.

Ownership of each lot shall entitle the owner or owners thereof to the use of two (2) automobile parking spaces for each lot, one of which shall be located as near and convenient to front door of said lot as reasonably possible. Other parking spots not used by other owners are available to all owners. Owners should request that their visitors not use parking spaces normally used by other homeowners.

The speed limit on any street within Windbrooke shall be twenty (20) miles per hour. Special attention should be exercised when driving within the community to insure the safety of all residents.

Homeowners should exercise care not to spill oil or grease on the pavement or common areas. Protective pads are to be used under motorcycle kick-stands.

Vehicles parked in violation of the Rule and Regulations of the Windbrooke Homeowners Association shall be towed from the premises of the complex. Towing and storage fees shall be charged to the violator and are in addition to any other fines that may be assessed for violations. The Windbrooke Association's Management shall be authorized to tow such vehicles disclaiming any damages or theft that may be resultant from such action.

## **WINDOWS**

### **APPROVED REPLACEMENT WINDOWS BY MANUFACTURER/MODEL**

- 1) Simonton Series 6060, 6100 and 6500 – available through Home Depot
- 2) Lowes Reliabuilt Series 3201, 3500 or 3900
- 3) BF Rich Chateau White Color and Soft-Coat Low E Glass  
Everlast Improvements, 919-267-0420
- 4) Sunrise – Latitude S2100a/SUW-K-1-00187  
Kelly Window and Door, 919-461-0010

Other windows will be considered if they meet the following criteria and a request is submitted to the Architectural Review Committee (ARC) for approval prior to ordering or installation

Criteria for approval:

- 1) Windows have the same appearance from exterior as existing windows
- 2) Exterior color - white
- 3) Double-hung, vinyl
- 4) With or without grid. If owner wants grids, they should be 1" wide, 9 light

**Amended February 23, 2016**

Windbrooke Home Owners Board of Directors

## **APPENDIX A: RULES FOR INSTALLATION OF ANTENNAS**

### **I. PREAMBLE**

These rules are adopted by the Board of Directors of Windbrooke Townhome Association on July 14, 1997, effective July 14, 1997.

WHEREAS, the Windbrooke Townhome Association ("the Association") is responsible for governance and maintenance of the Windbrooke Townhome Association ("the Community"); and

WHEREAS, the Association exists pursuant to applicable state law and the governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the Community, pursuant to section of state law and the governing documents permitting the Association to adopt and enforce rules; and

WHEREAS, the Federal Communications Commission ("the FCC") adopted a rule effective October 14, 1996, preempting certain association restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas ("antennas"); and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing installation, maintenance, and use of antennas in the best interests of the Community and consistent with the FCC rule

NOW THEREFORE, the Association adopts the following restrictions and regulations for the Community, hereinafter referred to as the "Rules," which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

### **II. DEFINITIONS:**

**A. Antenna** - any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it meets FCC standards for radio frequency emission. A mast, cabling, support, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

**B. Service Provider** - Satellite direct broadcast system operator that provides MDS antennas, associated wiring, multiplexer and/or receivers for the purpose of receiving direct broadcast satellite signals.

**C. Service Subscriber** - Individual unit owner who subscribes to direct broadcast satellite service.

**D. Mast** - structure to which an antenna is attached that raises the antenna height.

**E. Transmission-only antenna** - any antenna used solely to transmit radio, television, cellular, or other signals.

**F. Owner** - any association unit owner. For the purpose of this rule only, "owner" included a tenant who has the written permission of the unit owner to install antennas.

**H. Telecommunications signals** - signals received by DBS, television broadcast, and MDS antennas.

**G. Exclusive use area** - (Referred to as limited common area)-, i.e. balcony, deck, patio, in which the owner has a direct or indirect ownership interest that is next to the owner's unit and that is designated for the exclusive use of the owner as defined in the appropriate association document.

### **III. INSTALLATION RULES**

**A. Approval** - Written approval is needed from the Windbrooke Townhome Association before any antenna or dish is installed or placed anywhere on the outside of the building.

#### **B. Antenna Size and Type**

1. DBS antennas that are one meter or less in diameter may be installed. Antennas designed to receive satellite signals which are larger than one meter are prohibited.
2. MDS antennas one meter or less in diameter may be installed. MD antennas larger than one meter are prohibited.
3. Antennas designed to receive off-air television broadcast signals (local television broadcasts) are restricted to one common antenna per building. Additional antennas must be self-contained within the owner's unit, i.e. "rabbit ears".
4. All antennas not covered by the FCC rule are prohibited.

#### **C. Location**

1. Antennas which are individually owned may only be installed in the owners unit or on individually owned-property or exclusive-use areas as designated in the Windbrooke Townhome Association documentation. Installation may not encroach upon common areas.
2. Antennae which are installed to provide DBS Satellite Subscription services for an entire individual building are to be installed on a chimney or on an exterior wall at the highest point practical to receive acceptable quality signals. The antennas may not be mounted to the surface of any existing roof. The location of the antenna shall be approved by the board of directors and shall be in as aesthetically pleasing as possible so as to not interfere with the view of neighboring buildings.
3. Antennas shall be located in a place shielded from view from outside the community or from other units to the maximum extent possible; provided, however, that nothing in this rule would require installation in an area where an acceptable quality signal cannot be received. This section does permit installation on common property, to ensure reception of an acceptable quality signal.

4. Any cable or wiring to the common antenna shall be run so as to blend into existing structural lines and be hidden where possible by existing moldings and downspouts. The cable may be run down grooves in existing siding and be painted to match during building maintenance.

#### **D. Installation on Exclusive Use Areas**

1. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.

2. All installations shall be completed so they do not materially damage the common elements, limited common elements, or individual units, or void any warranties of the condominium association or other owners, or in any way impair the integrity of the building.

3. The Service Provider shall provide the association with an insurance certificate listing the association as a named insured prior to installation. Insurance shall meet the following minimum limits:

- Contractor's General Liability (including completed operations): \$1,000,000.
- Workers' Compensation: Statutory Limits. (The purpose of this regulation is to ensure that antennas are installed in a manner that complies with building and safety codes and manufacturer's instruction. Improper installation could cause damage to structures, posing a potential safety hazard to Association residents and personnel.)

4. Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.

5. There shall be minimal penetration of exterior, limited common areas of the building unless it is necessary to receive an acceptable quality signal or it would unreasonable increase the cost of antenna installation. existing wiring for transmitting telecommunications signals and cable services signal may be used unless they would prevent an acceptable quality signal or unreasonable increase the cost of antenna installation. If penetration of the exterior exclusive use areas is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this rule is to prevent structural damage to the buildings and residences from moisture.

6. Multiplexer installation shall be limited to common areas.

#### **E. Maintenance**

1. Service providers/subscribers who install or maintain antennas are responsible for all associated costs, including but not limited to costs to:

- Place (or replace), repair, maintain, and move or remove antennas or any other associated equipment including wiring

- Repair damage to any property caused by antenna installation, maintenance or use;
- Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use;
- Reimburse residents or the Association for damage caused by antenna installation, maintenance or use;
- Restore antenna installation sites to their original condition.

2. Service subscribers/owner shall not permit their antennas to fall into disrepair or to become a safety hazard. Service subscribers/owner shall be responsible for antenna maintenance, repair and replacement and the correction of any safety hazard.

3. If antennas become detached, Service subscriber/owner shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the owner.

4. Service Subscribers shall be responsible for antenna repainting or replacement if the exterior surface of antennas deteriorates.

## **F. Safety**

1. Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. Service Subscribers/Owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit if required for safety reasons.

2. Unless the above-cited laws and regulation require a greater separation, antennas shall not be placed within \_ feet of power lines (above-ground or buried). The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.

3. Antennas shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the condominium. The purpose of this requirement is. to ensure the safety of association resident and personnel and safe and easy access to the association's physical plant.

4. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the owner's unit.

5. To prevent electrical and fire damage, antennas shall be permanently grounded.

## **IV. ANTENNA CAMOUFLAGING ON LIMITED COMMON AREAS:**

A. Antennas may be painted to match the color of the structure to which they are installed (wall, railing). (Some manufacturers now assert that painting may prevent the receipt of an acceptable quality signal. Owners should make sure that paint will not degrade the signal.)



B. Camouflaging individual antennas through inexpensive screening or plants is required if antennas are visible from the street or other units.

C. Exterior antenna wiring shall be installed so as to be minimally visible.

## **V. MAST INSTALLATION**

A. Mast height may be no higher than absolutely necessary to receive acceptable quality signals.

B. Masts must be installed by licensed and insured contractors.

## **VI. ANTENNA REMOVAL**

Antenna removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to restoration of this location.

## **VII. ASSOCIATION MAINTENANCE OF LOCATIONS UPON WHICH ANTENNAS ARE INSTALLED**

A. If antennas are installed on property that is maintained by the Association, the owners retain responsibility for antenna maintenance. Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the Service Subscriber/owners are responsible for all such costs.

B. If maintenance requires the temporary removal of antennas, the Association shall provide owners with 10 days written notice. Owners shall be responsible for removing or relocating antennas before maintenance begins and replacing antennas afterward. If they are not removed in the required time, then the Association may do so, at the owners' expense. The Association is not liable for any damage to antennas caused by Association removal.

## **VIII. NOTIFICATION PROCESS**

1. Any owner desiring to install an antenna must complete a notification form and submit to the Entity responsible for review architectural changes c/o the Association office. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately.

2. If the installation is other than routine for any reason, the owner and the Entity must establish a mutually convenient time to meet to discuss installation methods. (A schedule of convenient times for the Entity should be included.) (Note: The FCC prohibits an approval process for routine installations. Community Associations Institute has developed this notification process to replace the customary approval process, but its acceptance by the FCC has yet to be determined.)

## **IX. INSTALLATION BY TENANTS**

These rules shall apply in all respects to tenants. Tenants desiring to install antennas shall obtain prior written permission of the unit owner. A copy of this permission must be furnished with the notification statement.

## **X. ENFORCEMENT**

A. If these rules are violated, the Association, after notice and opportunity to be heard, may bring action for relief with the FCC or any court of competent jurisdiction. IF the court or FCC determines that the Association rule is enforceable, a fine of \$50 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10 per day will be imposed for each day that the violation continues. To the extent permitted by law and/or the governing documents, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.

B. If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.

## **XI. SEVERABILITY**

If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

## **APPENDIX B: WINDBROOKE FENCE POLICY**

### **A. 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.

### **B. 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.

### **C. Color, Materials and Treatment:**

The fence materials must match the stain and wood of the units 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.

### **D. 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 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.

### **E. 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
- 4) providing the legal plot plan and' including 'top down' and 'side view' drawings illustrating me 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 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
- 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 fee 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 fee 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**

