

# *WINDBROOKE*

HOMEOWNERS ASSOCIATION, INC.

## **Architectural Guidelines and Association Rules and Regulations**

Adopted January 2019

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# 1 Introduction

## 1.1 Applicability

This Architectural Guide (“Guide”) is adopted pursuant to the *Articles of Incorporation*, and the *Declaration of Covenants, Conditions, and Restrictions*, (“Declaration”) of Windbrooke Homeowners Association, Inc. (HOA). These documents provide for the establishment of reasonable rules and regulations concerning the use of individual lots and common areas. The Architectural Review Committee (“ARC”) members are appointed by the Board of Directors (Board) as representatives of the Board. Compliance with this Guide is required but is not the sole basis for review or approval, nor does it guaranty approval of any application. In reviewing each application, the ARC may consider any factors it deems relevant.

## 1.2 Purpose

This document is not intended to replace the Declaration, but to clarify the process by which homeowners may customize and modify the exterior presentation of their homes and/or lot(s). The intent is to provide consistent guidance to owners regarding requirements for additions and modifications to property in the community and matters of particular concern to the ARC when considering applications for approval of such conditions and modifications.

Additionally, the Guide sets forth various restrictions on other matters relating to community standards and the overall appearance of property in the community, as well as the rules by which the community operates.

## 1.3 Architectural Review Criteria

The ARC members evaluate each application on the individual merits of the application and the standards listed below.

- Validity of Concept - The basic idea of the exterior change must be sound and appropriate to its surroundings.
- Landscape and Environment - The exterior change must not unnecessarily destroy the natural landscape or the achieved man-made environment.
- Relationship of Structures and Adjoining Property - The proposed change should relate harmoniously among its surroundings and to existing buildings and terrain that have a visual relationship to the change.

- Protection of Neighbors - The interest of neighboring owners will be considered, using various and appropriate criteria and exercise discretion in determining which of these criteria will be governing in each specific application.
- Design Compatibility - The proposed change must be compatible with the design characteristics of the applicant's home and the general neighborhood setting. Compatibility is defined as harmony in style, scale, materials, and construction details.
  - Scale: The three-dimensional size of the proposed change must relate satisfactorily to adjacent structures and their surroundings.
  - Materials: Continuity is established by use of the same or compatible materials as used in the existing home. Siding materials and shingles must match existing structure.
  - Workmanship - The quality of work must be equal to or exceed that of any existing structure. Poor practices may cause the owner problems and may be visually objectionable to others. For example, a wooden fence not properly treated and maintained may, in a short period, start to decay and become unsightly to the owner and neighboring property owners.

#### 1.4 Application Review Process

Unless otherwise specifically exempted by the Declaration or this Guide, each and every proposed exterior modification/addition to residential units requires prior approval of the ARC. Submit the *Request for Architectural Approval* form to the property management company at the address noted on the request form.

Each application must specify dimensions, type of materials to be used, a sketch of the proposed design, colors (if applicable) and a plat or survey of the property showing the change. Use additional sheets of paper and submit maps and/or plats/survey as appropriate showing the size and location of the proposed modification/addition as well as a list and description of the materials to be used. Color samples and photographs may assist the ARC in rendering its decision and expedite the review process. The ARC may require submission of such additional information as may be reasonably necessary to consider any application. Review of the application and notification to the applicants shall be conducted as described in the Declaration. The ARC shall have a total 60 days to review submitted plans and to approve or disapprove those plans, as provided in the Declarations, although generally, a decision is rendered much sooner. Where specifically permitted to proceed without prior approval, such permission shall only be effective so long as the Owner complies with every requirement of this Guide. The ARC is not responsible for ensuring structural integrity or compliance with state and local

building codes. Homeowners must obtain all necessary building permits and other government approval that may be required for the proposed modification or addition. ARC approval does not constitute engineering approval. ARC approval is aesthetic in nature. Improvements and consequences are the sole responsibility of the homeowner or person making the improvements. Any purposed changes must be within the property lines of the owner's property and not extend to the common areas.

It is strongly recommended that you share and discuss your plan and application request with your neighbors on either side of your property. Their signature on the ARC form only indicates that they are aware and have viewed the planned activities, not that they approve, as their approval is not solicited. This neighborly discussion may prevent any questions or an objection surfacing after any installation work has been performed.

## 2 ARCHITECTURAL AND APPEARANCE STANDARDS

### 2.1 Antennas - Satellite Dishes (DBS, MDS, DSS)

- A. Pursuant to FCC Section 207 of the Telecommunications Act of 1996, the Association will not require prior approval for antennas/dishes in the attic, crawl space, garage, or other interior space of the dwelling, or another approved structure so as not to be visible from the exterior of the residence.
- B. Homeowners who wish to place a satellite dish on the exterior of the residence should submit a Request for Architectural Approval from the ARC.
- C. The following rules apply to antennas and satellite dishes installed on the exterior of the residence:
  - 1) The standard, approved placement of a satellite dish is the following:
    - a) Attached or mounted on a deck or patio in the rear of the residence and extending no higher than the eaves of that portion of the roof of the dwelling directly in front of such antenna.
    - b) Attached or mounted on the rear wall or rear roof of the residence so as to extend no higher than the ridgeline of the residence at a point directly above the position where attached or mounted to the wall.
  - 2) A maximum of two satellite dishes measuring one meter or less (39") each in diameter may be erected on any lot.
  - 3) Cables must be hidden or buried. It is the owner's responsibility to assure that the installer performs this task. If installation is required in other than the approved locations, include a statement from the installer with an ARC application.

- 4) Freestanding antennas/dishes (mounted on a pole anywhere on the lot) are NOT permitted in front yards or where it will interfere with the landscaping.

## 2.2 Birdbaths, Birdfeeders, Birdhouses, Fountains

- A. The Guide permits two (2) approved items maximum in the front yard area.
- B. Approved items are: Birdbaths, birdfeeders, bird houses, and fountains.
- C. Any pole on which a birdhouse or birdfeeder is located may not exceed two inches in diameter for metal or 4" x 4" post if wood, and six feet in height (including the house and feeder).
- D. If any of these are to be attached to a common wall or deck element, there must be a signed agreement with the adjoining owner.
- E. Fountains, birdbaths, birdhouses, and bird feeders shall not be placed in the common areas or wetlands/marshes or in the grassy area maintained by the HOA.
- F. Birdbaths are to be emptied at least every 2 days to avoid breeding mosquitoes or other insects.

## 2.3 Clotheslines

- A. No clotheslines of any type are allowed.
- B. Drying of personal items, towels, blankets and such are to be strictly indoors.

## 2.4 Decks

- A. Decks may be changed to screened porches with an approved ARC request. Required building permits and placement within the building footprint is mandatory. Any utility easements must not be entered or obstructed.
- B. No indoor-outdoor carpeting may be installed on decks.
- C. Any furniture on the deck or porch shall be appropriate outdoor furniture and shall be maintained in a neat, tidy and good condition.
- D. No household furniture shall be used, stored or kept on the exterior of any residence. Furniture not enclosed in a room shall be limited to such types as is designed for outdoor use.

- E. No deck, landing or stairs can be built on common area.
- F. No deck, landing or stairs can be built outside the current footprint of the current building/deck structure. If applying for such improvements, a property survey must be submitted with the application.

## 2.5 Front Porches

- A. Front porches are maintained by the Association.
- B. The masonry on the steps is an owner responsibility. See the Maintenance document.

## 2.6 Exterior Colors - Doors, Other Exterior Modifications

- A. No changes can be made to the existing exterior colors. See [Attachment B](#) for approved colors.

## 2.7 Fences – See [Attachment A](#) for photos

- A. Prior Approval
  - 1) As with any request for any exterior changes to your unit, a request to construct a fence must be submitted on the ARC request form to the community management company who will forward it to the Architectural Review Committee.
  - 2) Before construction can begin, an owner must receive written approval from the property management company.
  - 3) The HOA waives any liability for damages or personal injuries that result from the installation and maintenance of the fences.
  - 4) The ARC form must contain the legal plot plan and including 'top down' and 'side view' drawings illustrating the proposed fence and relocation of the deck stairs, if applicable.
- B. Style and Height - Two styles of fence are acceptable. (*See Attachment.*) A gate will be installed with either fence to provide access for exterior maintenance purposes.
  - 1) Vertical Shadowline fence is to be five (5) feet in height. The posts will be flush with the fence. Obstruction of views of adjoining properties may be given consideration for disapproval.
  - 2) Picket fence shall be constructed of 2"x2" pickets, 47" long secured on the inside to a 2"x4". The top of each picket will be cut at a 45 degree angle. Pickets shall be spaced 4" apart.

- C. Fence Material Not Allowed - No chain-link, wire-backed including vinyl coated fencing, barbed-wire, concrete or brick fencing will be allowed.
- D. Color, Materials and Treatment
- 1) The fence materials must match the wood and stain of the units' deck. See [Attachment B](#) for the approved colors.
  - 2) All hardware shall be corrosion resistant.
  - 3) 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.
  - 4) The wood must be treated to resist decay.
- E. Location and Construction Details:
- 1) 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. Natural or landscaped drainage must not be disturbed during the installation of the fence. The fence cannot interfere with the drainage of an adjoining property or the common area.
  - 2) Changes to the surface 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.
- F. Homeowner's Responsibility for Maintenance and/or Repairs
- 1) At minimum, homeowner will adhere to all requirements outlined in the Architectural Review Request Form.
  - 2) Replacing or repairing any damages caused by the installation of the fence
  - 3) Upon transfer of the property, informing the new owner of maintenance obligations
  - 4) Maintain the enclosed area in a neat and tidy manner-neighbors will see the enclosed area from porches and upstairs windows
  - 5) Remove pet excrement to eliminate odor from this area.

#### G. Board's Responsibility for Maintenance and/or Repairs

- 1) The Board will have full discretion to determine if the fence is not being maintained appropriately. If after a thirty (30) day notice from the property management company, the necessary maintenance is not completed, the Board will cause work to be done by a licensed contractor 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 property.
- 2) The Board will take further action to remove the fence if maintenance problems are not rectified, i.e., access to this area is not granted for maintenance; the cost of such removal will be assessed in full to the homeowner. This action will commence ninety (90) days after the initial contact by the property management company outlining the maintenance problem(s). The property management company will provide notification to the homeowner at least one month prior to the proposed HOA authorized work. The advance notice will be waived if it is determined the repair and/or maintenance work is necessary to prevent an immediate liability to the Windbrooke HOA.

### 2.8 Flagpoles, Flags

- A. Freestanding flagpoles are not permitted.
- B. Flags, which, in the Board's judgment, tend to incite or antagonize are not permitted.
- C. One flagpole, not to exceed two inches in diameter and sixty inches (60") in length, may be mounted to one of the front porch columns with a bracket.
- D. American flags meeting the following criteria are pre-approved and do **not** require an ARC request form and ARC approval:
  - 1) Flag size not to exceed 4' x 6', maintained in good condition, and not be displayed if mildewed, tattered, or faded.
  - 2) Flag may be mounted on the front of the dwelling with a flag bracket.

### 2.9 Handicapped Signs

- A. When an owner needs access to the parking space directly in front of their unit, an application for a Handicapped Parking sign is available from the property management company.

- B. A copy of current handicapped paperwork from the North Carolina Department of Transportation is required.
- C. There is a fee of \$150 to be paid by the owner.
- D. The owner is required to notify the property management company if the handicapped permit is no longer valid.
- E. The owner is responsible for renewing the permit as required by NCDOT and submitting the current permit to the property management company.
- F. If the handicapped permit expires, the handicapped sign will be removed until such time as a current permit is submitted to the property management company.

## 2.10 Hot Tubs, Spas, Saunas, Pools

- A. Hot tubs, spas, saunas and pools are not permitted.
- B. Kiddie pools, defined as hard plastic pools meant for this purpose, or plastic inflatable pools are allowed provided that when in use they must be placed in the back yard, out of view from the street. They may be used only during the months of May through September. These pools are to be emptied on a daily basis and must be stored inside the dwelling or crawl space so they do not attract insects or become a hazard to other individuals in the community.

## 2.11 Landscaping

- A. Edging and Edging Materials
  - 1) Edging of landscape beds in the front of the house require an ARC request for approval prior to installation.
  - 2) Edging materials can only protrude up to 5" height above the ground.
  - 3) Edging shall be limited to the area in front of the unit out to the grassy area maintained by the HOA landscaper.
- B. Flowerbeds
  - 1) Homeowners are allowed to plant their choice of seasonal, annual, or perennial plants in the flower beds in front garden of their units.

- 2) The front garden is defined as the area between the grassy area maintained by the landscaping contractor and the front wall of the unit.
- 3) At no time shall shrubs maintained by the HOA landscaper be removed unless an ARC request form is submitted and approved.
- 4) Homeowners are required to clean up dead or seasonal plantings and maintain an aesthetically pleasing front garden.
- 5) Raised beds in the back of the unit may be adjacent to the foundation as long as nothing will cause damage to the foundation.

#### C. Creepers and Climbers

- 1) Vine loving plants or creepers are prohibited from being planted by the foundation or in pots near the foundation. This includes but is not limited to English Ivy and other similar ivies. Vining plants or creepers are not allowed to climb the structure.

#### D. Vegetable Gardens

- 1) Vegetable planting is allowed in the **back yard only** preferably in a raised garden so it will not interfere with the landscapers.

#### E. Pots and planters

- 1) Potted plants may only be placed in the front garden or steps if they do not prohibit free access to the front door in case of emergency. Pots and planters may be kept on the back deck if there is a waterproof saucer under the pot to prevent moisture damage to the deck.
- 2) Pots and planters of any size are strictly **not** allowed to encroach on the grass.
- 3) Raised beds in the back of the unit may be adjacent to the foundation as long as nothing will cause damage to the foundation.
- 4) Pots and planters are considered property of the owner who must maintain them. If the plants in the containers are dead, the pots must be moved to the rear of the property out of sight.

F. Mulch

- 1) Mulch, if installed by the homeowner at their own expense, must be of the same type and color as that installed by the tree wells by the HOA.
- 2) Black or red color mulch or rubber mulch is strictly not allowed.
- 3) No encroachment of mulch on the existing grass area is allowed.
- 4) Pine straw is not allowed to be within 3' of the foundation wall as per Town of Cary fire ordinance

G. Other Landscaping

- 1) The HOA has a landscape contract that includes tree and shrub trimming once per year, weed spray, mowing, weed-eating, application of fertilizer, pre-emergent, lime and fungicide. The mowing and edging is done weekly weather permitting. The other tasks are done according to a schedule that is in line with the seasons. Because each task requires different equipment such as long limb cutters or trimmers, the contractor has to plan ahead for the upcoming tasks...these tools are not always on his trailer each week.
- 2) The HOA cannot afford to have "gardening on demand" when an owner can make special requests to the landscaping crew that are not included in the contract. However, homeowners who need special landscaping attention can make their own arrangement with an outside landscaper and be responsible for paying for the service.
- 3) All landscaping changes need an ARC request with exception of flowers within the front garden. (See above)

## 2.12 Grading, Drainage and Dirt

- A. The grading and drainage swales are in place to support warranties existing and to prevent any run-off or drainage issues from your property on to any neighboring lots. Any landscaping changes to an existing Lot must be pre-approved by an ARC request form and ARC approval.
- B. Any homeowner or resident who changes the existing grade or drainages shall be liable for all costs and expenses of repairing such changes, and any costs, liabilities, damages or causes of action arising out of such changes.

- C. ARC approval does not constitute approval for a homeowner to change any existing grading or drainages.
- D. All dirt, excavated or brought in, shall have a specific plan for storage in the rear area of each lot while the approved project is taking place. At no time, shall dirt be stored on any common area.
- E. Soil or turf requiring removal must be taken off-site and not placed in any lot or in the common area.
- F. Prior to any digging or excavation in any Lot, it is strongly recommended that “NC No Cuts” be contacted at 811.
- G. It is the homeowner’s responsibility to avoid underground utilities.
- H. ARC application *may* be denied or amended by the ARC Committee based on known utility lines on your property or based on drainage and utility easements.

**Important Note:** ARC approval on landscaping and grading does not constitute engineering approval. ARC approval is aesthetic in nature. Improvements and consequences are the sole responsibility of the homeowner or person making the improvements.

### 2.13 Tree Policy and Shrubs

#### A. Tree Removal policy:

- 1) As trees affect the natural environment of the community, the HOA will not authorize tree removal, except in these extenuating circumstances: the tree is dead, dying, diseased or dangerous.
- 2) The fines and penalties for unauthorized tree cutting are \$200 for each tree, and replacement of each tree of similar kind, with a minimum 8 feet in height and 2.5 inches caliper at the time of planting. Trees will be selected by the landscape contractor who will plant the tree at the optimal time for survival. The Board will bill the homeowner the full cost including materials and labor, plus 15%. Owner will also be assessed the cost of \$125 for the Minor Alterations permit from the Town of Cary. If the homeowner does not respond, the cost will become a lien on the property.

#### B. Compliance with Town of Cary Landscape Plan

- 1) If the tree to be removed is on the Landscape Plan filed with the Town of Cary, and is approved by the Board, the Board will apply for a Minor Alteration permit

with the Town at a cost of \$125. If an owner violates the guidelines, the cost of the permit will be charged to the owner who violates the guidelines.

#### C. Tree Inspections by Association

- 1) Inspections- the HOA will periodically conduct inspections of the trees in the common areas and will take action it deems appropriate in response to information gathered from such inspections.
- 2) Association Arborist- If, after inspection, it appears a tree may pose an unreasonable danger to property of the HOA or other persons, the HOA may hire the services of a certified arborist to conduct a formal inspection. If the arborist recommends cutting of the tree in question, the HOA may then have the tree removed.

#### D. Owner Complaint Process Regarding Trees

- 1) If an owner has concerns about the health or safety of a tree in a common area or on their property, the owner may submit a written request to the to the property management company.
- 2) The request should meet the following criteria:
  - a) Identify the tree or trees
  - b) Describe in detail what the owner believes is wrong with the tree and any history of problems with the tree.
  - c) Procure a certified arborist report, at their own expense, to determine the health of the tree or the danger it poses.
- 3) Determination- After reviewing the owner's arborist report and other reliable information, the Board may decide to consult the HOA's Arborist to verify the same.
- 4) Action on Tree
  - a) If the Board determines that the tree poses an unreasonable danger to property or persons; it may take appropriate actions to remove, cut or alter the tree. The HOA will pay \$125 for the Minor Alteration permit with the Town of Cary, if needed.

- b) If, after reviewing the owner's arborist report and other information, the Board concludes the tree in question is not dangerous, the Board may elect one of the following options:
  - i. If the owner agrees to reimburse the HOA for all costs related to removing, cutting or altering the tree, the Board may, at its' discretion, remove, cut or alter the tree and bill the owner for all related costs.
  - ii. The Board at its' discretion, may leave the tree as is.

**Important Note: Under no circumstances will an owner remove or alter a tree located in the common area or on their property without the HOA's prior written permission.**

#### E. Shrubs

- 1) Foundation shrubs planted in the front garden of units and are maintained by the HOA landscaper are property of the HOA.
- 2) The landscaper is responsible for pruning the HOA shrubs. Those located under a window sill are generally pruned to a height even with the window sill.
- 3) Dead HOA shrubs will be removed and replaced with plantings of similar variety if deemed necessary by the Board. Owner should submit a work order through the property management company. An ARC request is not required if the Board has determined that a shrub is no longer viable and needs to be removed.
- 4) Small plants/shrubs are allowed to be planted by an owner within the front garden.
- 5) Upon sale and transfer of the property, the owner must inform the new owner of maintenance obligations of the plant materials installed by the owner or previous owners
- 6) No foundation shrubs will be removed by an owner without prior ARC approval. An ARC request form application must be submitted to the property management company and be approved by the ARC before any action is taken by an owner.
- 7) If foundation shrubs maintained by the HOA are removed without going through the ARC process, the owner will be given two options for restoring the property:

- a) Submit an ARC request to the property management company describing the intentions of rectifying the situation.
  - b) The HOA landscaper will replace the shrubs and expense for shrubs and labor will be assessed to the owner.
- 8) Plants in pots are not an acceptable replacement for any HOA maintained shrubs since the pots are not permanent.
- 9) Common area trees and buffer area trees are the HOA responsibility. The Board will exercise their discretion to remove and replace any trees in question.

#### 2.14 Yard Maintenance

- A. The HOA will be responsible for the regular mowing, edging, and fertilization of turf on lots (based on the contracted scope of work in the landscape maintenance contract). Mulch shall be refreshed in the common areas and tree wells per the scope of the HOA's landscape maintenance contract.
- B. All homeowner proposed landscaping changes and additions, including the replacement of dead trees, removal and addition of trees, erecting edging devices, proposed changes to sidewalk and other changes of a similar nature shall require the submission of an ARC request form and approval by the ARC approval prior to installation.
- C. All landscaping improvements made by the homeowner will be the responsibility of the homeowner to maintain and not that of the HOA. Upon sale of the property, the owner will inform the buyer of the responsibility for owner installed plants.

#### 2.15 Lighting - Motion sensing lights and Seasonal Decorations

- A. Seasonal decorations are approved one week prior to an event until one week after the event. Holiday decorative lights are pre-approved from Thanksgiving through 15th of January.
- B. Festival/celebration lights are allowed up to 10 days at a time. No ARC permit is required.
- C. All exterior landscape lighting, including more common up-lighting, security lights, and any lighting used to illuminate sidewalks requires an ARC request form and ARC approval prior to installation.

- D. Motion sensing lights and staked solar lights are allowed, no ARC approval is required. These can be placed in the front garden or within the property line on the side of a unit.

## 2.16 Signs

- A. The following placement and type of signs do not require the submittal of an ARC request form and ARC approval prior to installation if they meet the stated requirements:
  - 1) A single “For Sale” or “For Rent” sign and can be displayed in the front garden of a unit.
  - 2) Political signs may be placed on the homeowner’s property expressing support or opposition to a candidate or referendum issue, 60 days before the election and must be removed within 2 days following the event.
  - 3) Security, burglar alarm signs shall be located in the front garden of the house.
  - 4) No signage may be located in the common area, with the exception of an open house or community event, and only for a period of 48 hours prior to the event.
  - 5) Yard Sale signs are permitted the day prior to the event and the event day and should be removed promptly after the conclusion of the event. Yard sales must be limited to a maximum of two (2) times per year per residence. Each yard sale may last a maximum of 48 hours. Sale items must be kept in the immediate area of the front yard.
  - 6) Temporary signage during the period of home improvements is permitted. Signs must be removed as soon as the job is completed.
  - 7) All signs must comply with all applicable federal, state and local laws and ordinances.
  - 8) Signs advertising items for sale such as cars, boats, lawnmowers, etc. may not be displayed at the residence or on any common areas.
  - 9) Permanent signs considered advertising for security systems or interior or exterior improvements being done in or around the home are not allowed.
- B. The Board reserves the right to deny any placement of any sign on any lot or common area per the Covenants or other governing documents.

## 2.17 Front Doors and Storm Doors

A. Front Doors cannot be changed to a style other than the current door with two windows at the top.

B. Approved storm doors: Company: Pella (available at Lowes)

1) Option 1

- Clear Fullview, Pella Select model 6000
- Putty color
- Choice of hardware:
  - Bright Brass
  - Oil Rub Bronze
  - Satin Nickel
  - Antique Brass.

2) Option 2

- Rolscreen combination storm door and screen
- Putty color
- Choice of hardware:
  - Bright Brass Item#415937, Model# P390060862
  - Satin Nickel Item#415922, Model# P390052862
  - Oil rub bronze Item#9099954, Model# P390060862

## 2.18 Windows

A. Owners can replace their windows without ARC approval providing that they follow the following criteria.

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

- 5) Some vendors offer window trim covering. If the owner chooses window trim covering, the color of the window trim must be the same color as the original window trim.  
**NOTE:** If window trim covering is applied, the owner is responsible for repairs to the window trim covering and the original wooden window trim.
- B. For windows that do not meet the criteria, an ARC request is required to be submitted to the property management company for ARC approval prior to ordering or installation.
- C. Window Air Conditioners, Fans
  - 1) No window air conditioning units or window fans are permitted unless your air conditioning is not working. Window air conditioners are not to be placed in the front of the house.
- D. Window Treatments
  - 1) Window coverings that are NOT allowed include sheets, blankets, wood or particle boards, team spirit articles, and other such items.
  - 2) Neutral tone and subtle colors in blinds, curtains, and drapes are encouraged.

## 2.19 Trampolines, Play Equipment, Basketball Goals

- A. Trampolines and play structures are not allowed on any lot.
- B. Basketball goals are not allowed in any lot or on the street (moveable).

## 2.20 Fire Pits

- A. Wood burning fire pits are prohibited in the Windbrooke community, which includes all owner and common areas.
- B. Gas fire pits are prohibited in common areas.

## 2.21 Grills

- A. All Windbrooke residents, tenants and visitors are expected to follow both North Carolina and Town of Cary laws and ordinances regarding grills and outdoor cooking devices. As of 6/2021 this includes NC Fire Code section 308.1.4 CHAPTER 3 GENERAL REQUIREMENTS, 2018 North Carolina State Building Code: Fire Prevention Code | ICC

Digital Codes ([iccsafe.org](https://codes.iccsafe.org)) / [https://codes.iccsafe.org/content/NCFC2018/chapter-3-general-requirements#NCFC2018\\_Pt02\\_Ch03\\_Sec308](https://codes.iccsafe.org/content/NCFC2018/chapter-3-general-requirements#NCFC2018_Pt02_Ch03_Sec308).

- B. Charcoal grills are prohibited on all Windbrooke property.
- C. Grills are prohibited in the common areas.

### 3 GENERAL APPEARANCE and MAINTENANCE

#### 3.1 Alterations

- A. All exterior changes must be approved by the Architectural Review Committee (ARC), which is chosen by the Board of Directors. This includes but is not limited to buildings, fences, walls and plantings or landscaping.
- B. Complete plans and specifications showing nature, kind, shape, height, materials and proposed location of any alterations are to be submitted to R.S. Fincher who will forward the request to the ARC for their review (see ARC below) The ARC has thirty (30) days to respond and will do so in writing.

#### 3.2 Common Area

- A. 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.

#### 3.3 Firewood

- A. 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.
- B. The firewood may not be stacked against the siding, foundation or existing mature trees, or the deck vertical supports.
- C. Refer to section on [Termite Protection](#).

#### 3.4 Front Yards

- A. No items (toys, bikes, garden equipment, trash containers, wood, recycling bins, etc.) may be left in front yards or on porches when not in use.

#### 3.5 Insurance

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

recommended.

- B. 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.
- C. 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.

### 3.6 Pets

- A. All laws, ordinances, rules and regulations pertaining to dogs and other domestic animals adopted by the State of North Carolina, Wake County and the Town of Cary are adopted as rules and regulations of the Association and are incorporated herein. In particular, all animals must be leash controlled. Solid pet excrement is to be removed by owner immediately. Pet owners are asked to be respectful of all residents and have their pets under control at all times. Any violations must be reported by the witnessing homeowner to the Town of Cary Animal Control division: 919-319-4517.
- B. No portion of the properties can be used to tie up dogs or for breeding.
- C. Doghouses and dog runs are not allowed.
- D. Excessive dog or pet noise will be treated as a noise ordinance violation.
- E. The HOA Board may place reasonable limits on the number or size of pets that may be kept by the owner or occupant.
- F. Other than normal household pets, no other animals, livestock or poultry of any kind shall be raised, bred or kept on the properties. Dogs, cats or other normal household pets may be kept in homes provided that such pets are not kept, bred or maintained for any commercial purpose. It is suggested that homeowners familiarize themselves with any applicable municipal ordinances relating to pets.

### 3.7 Recycling

- A. Recycle containers should be stored beside or behind the unit, not left on the curb, in the parking lot, or in front of the house after trash pick-up.
- B. Small recycling containers should not be stored on the front porch.
- C. Large boxes must be broken down prior to placing in the dumpster.

### 3.8 Snow Removal

- A. If there is a significant accumulation on the roads of at least three (3) inches, the Association will either have the roads plowed or dusted with a sand and salt mixture.
- B. The Association will not assume the responsibility to clear walkways.

### 3.9 Temporary Storage Units

- A. These units also known as portable storage units can be placed in front of your unit in your normal parking space.
- B. These units make it easier for moving or furniture storage during renovation.
- C. The units can only be onsite for 10 days including weekend days.

## 4 GENERAL RULES AND REGULATIONS

### 4.1 Dues

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

### 4.2 Use of Lot

- A. Each lot shall be used for residential purposes only.

### 4.3 Soliciting

- A. There will be no soliciting for any cause without express written permission of the Association.

### 4.4 Renters

- A. 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.

### 4.5 Termite Protection

- A. 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.

#### 4.6 Noise

- A. 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. See Covenant Article X Section 3 Enjoyment of Use: "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."
- B. 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.

#### 4.7 Owner attendance at HOA Board Meetings

- A. The HOA Board will reasonably accommodate homeowners that want to attend board meetings. In order to do so, the Board requires five days' advance notice in writing that an owner wants to attend a board meeting, and what concerns the owner may have. With prior notification of their concerns, research can be done so those concerns can be addressed.
- B. Once the Board is notified in writing of an owner's desire to attend a meeting, an open forum for 15 minutes at the beginning of the meeting will be added to the meeting agenda. During the open forum, the owner may ask questions relating to their concern and the concerns will be addressed or taken in to consideration by the Board. The homeowners who attend a board meeting are not participants in the matters of the Board. At the conclusion of the open forum, the homeowner will be asked to leave the meeting.
- C. If an owner shows up at a board meeting without prior notification, the owner will be told that due to lack of advanced notification of the intention of the owner to attend, the owner cannot sit in on that meeting. The Board will be happy to let the owner know when the next board meeting that is open to homeowners will be held.

#### 4.8 Fines

- A. 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.

#### 4.9 Firearms

- A. 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.

## 5 ARCHITECTURAL REVIEW COMMITTEE (ARC)

### 5.1 Member and Member Duties

- A. The Declarations establish an Architectural Review Committee (ARC) is comprised of individual owners appointed by the Board.
- B. The duties of the ARC are to review and provide Covenant supported recommendations outlined in this document for all submitted architectural requests in a timely manner.
- C. After review by the ARC, the property management company will refer the decision to the Owner. More information may be required for the ARC to make an informed decision. It is the owner's responsibility to provide that information in a timely manner.

### 5.2 The Architectural Review Committee Process

- A. The Declaration of Covenants requires prior written approval for any improvements to the exterior of a building or on an owner's lot. Therefore, do not commit to labor or materials until you have received written approval. The HOA has the right to require removal of non-approved installations.
- B. Owner submits to the Architectural Review Committee, in care of the management firm, an application for Architectural Request form. Forms are available on the property management website.
- C. The Architectural Review Committee has sixty (60) days to review the application; however, the actual time to review and reach a decision usually is much shorter. The review period does not start until property management company receives a completed application.
- D. Complete applications will be considered on individual merit, using these documented standards as a basis for decision-making.
- E. The application, noted with the date of receipt by the manager, is turned over to the Architectural Review Committee within two working days, provided all information necessary for review is received. The ARC will make a cursory review of the application and request of owner any additional information needed. The committee may still require additional information, as follows:
  - 1) Many design changes require a permit and the Town of Cary or Wake County. These entities may not issue a permit without the written approval of the ARC. Please plan in advance. It is strongly suggested that the Town of Cary and /or Wake County be contacted to determine what permits or approvals are required

from a Town/County Ordinance. The contractor selected by the owner may be able to facilitate contact with the Town/County.

- 2) ARC approval does not substitute for approval by the Town/County. It is the homeowner's responsibility to acquire appropriate approvals, permits, etc. from the Town/County.
- F. The decision of the ARC will be noted on the application. The owner will be notified by management of all final decisions, either:
- 1) APPROVAL: The application is approved as submitted.
  - 2) APPROVAL WITH CONDITIONS: The overall proposal is accepted, but with certain specified changes, limitations, or requirements that must be followed.
  - 3) DISAPPROVAL: The application is denied. The homeowner can appeal to the Board within 15 business days. (see Appeal Procedure section for more details)
  - 4) ADDITIONAL INFORMATION REQUIRED: The ARC has determined that additional information is needed for appropriate review of the application. In this case, the entire process begins again once management receives the requested information. The owner should follow the same submission procedure. The ARC will act swiftly on all re-submissions.
- G. The ARC reserves the right to visit the owner's lot and inspect the improvement, to verify that the application details were followed and to note problems encountered which might help other residents on similar projects.
- H. The owner has 90 days from approval to begin the project and it must be completed in another 90.

### 5.3 Appeal Procedure

- A. If the applicant disagrees with the decision of the Architectural Review Committee in its review or inspection, the process is noted for an appeal:
- 1) Within 15 business days after receipt of a notice of disapproval, the homeowner must file a written appeal to the Board by contacting the property management company.
  - 2) Upon receipt of the appeal, the Board may contact the homeowner and schedule a review of any further information relating to the request and appeal.
  - 3) Should the Board determine that the disapproval remains, Board shall then establish the date and the time that the appeal will be heard. Normally, this will

be made at the next scheduled Board meeting. To reverse a Board decision, a majority vote of the Board is required.

- 4) No work may progress during this appeal process time period.

#### 5.4 Violations and Penalties (see Article XII Section 1 Enforcement)

- A. An exterior change made without the required approval of the ARC constitutes a violation of the Declaration of Covenants and Community Guidelines. A violation may require removal or modification of the work at the expense of the property owner.
- B. Fines may be levied on a daily basis, per violation, until the violation is rectified. The North Carolina Planned Community Act allows planned residential communities the ability to uphold standards that will protect and insure homeowners of maintained property values, with regard to holding all property owners accountable for abiding by the existing covenants.
- C. A violation may also result in payment of damages incurred by the HOA in having the work removed or modified, as well as a fine assessed by the HOA. Attorneys' fees, court costs, site assessment will all be incorporated into the fine process.

## 6 POLICY ON COVENANT ENFORCEMENT

### 6.1 Policy

- A. It is the policy of the Board of Directors of Windbrooke Townhomes Association to enforce the Covenants of the Association in a fair and consistent manner. As in any relationship, there is two-way conversation and it is imperative to communicate when a notification is sent so the matters of resolution do not go further than necessary. Keep in mind personal situations are not usually known by the Board.
- B. The property management company will notify homeowners when violations or suspected violations are found. All reported complaints and violations are investigated by the property management company. If a violation is discovered the homeowner is notified, in writing, by the property management company and asked to correct or eliminate the problem.
- C. A letter of non-compliance will be sent to the homeowner explaining the nature of the Covenant violation and what the homeowner must do to correct or eliminate the violation. Homeowners will be given a deadline to come into compliance. The procedures for violations and the assessment of fines, as allowed by the Covenants and the North Carolina Planned Community Act (NC Statute 47-F) are as follows:

1) First Letter of Non-Compliance or Violation

- a) The first letter will inform the homeowner of the violation and how to correct or eliminate it.
- b) Homeowners will generally be given immediate to 60 days to bring violation into compliance. (Correction Deadline will depend on nature of the violation and what is stipulated in covenants.)
- c) No fine is assessed.
- d) The homeowner is responsible for communicating directly with the property management company about any delay regarding violation compliance. Additional time may be allowed, if reasonably justified. All owners have a right to appeal to the Board of Directors at a regular meeting of the board, after requesting to be on the agenda for said topic.

2) Second Letter of Non-Compliance or Violation

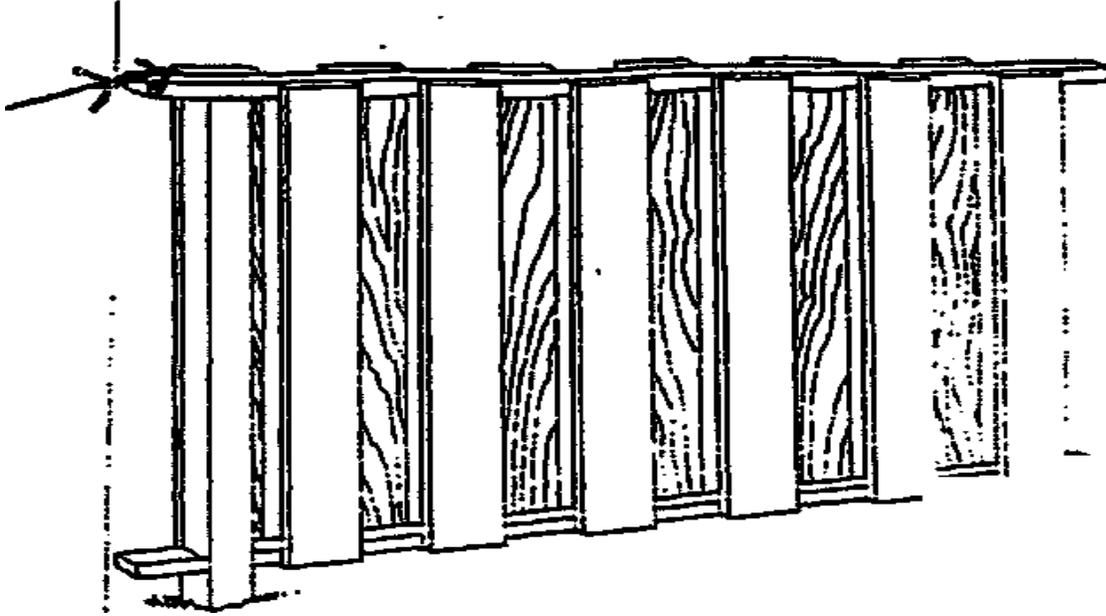
- a) After the correction deadline has passed and there has not been a positive response or correction, a "Fines Hearing Notice" will be sent to the homeowner. This notice will outline the nature of the continued violation, the right of the Board to impose fines up to **\$100.00** per day per violation, and the date, time and place of hearing.
- b) At the hearing, the homeowner will be given an opportunity to meet with the Board and explain why they believe they are not in violation of the Covenants or why they should not be fined for the apparent violation. The Board members make their decision after meeting with the owner. The Board's decision is final. Owner is notified of the Board decision by letter.

3) Late Fees and Interest Charges

- a) Fine assessments are due thirty (30) days from date of letter(s) informing homeowner that a fine has been assessed.
- b) Fines not paid within thirty (30) days will be considered past due and placed in a collections status.
- c) Unpaid fine(s) may result in a lien being levied against the property until the fine is paid or the property is sold at which time the fines will be deducted from the seller's proceeds at settlement and reimbursed to the HOA.

## 7 ATTACHMENT A

### Vertical Shadowline or "Good Neighbor" Design



### Picket Fence



# 8 ATTACHMENT B

## Windbrooke Approved Paint/Stain Colors

January 2019

All paints from Sherwin Williams  
Kildare Farm Road/Maynard

### FRONT DOOR

SHERWIN-WILLIAMS 2020 03/21/16  
919-469-8530 Order# 0220098

EXTERIOR ARCHITECTURAL  
RESILIENCE LATEX  
SATIN IFC 8012NP

MANUAL FRONT DOOR  
CUSTOM MANUAL MATCH

CCE#	COLORANT	OZ	32	64	128
L1-Blue	-	52	-	1	-
W1-White	-	13	-	-	-
R2-Maroon	-	6	-	1	-
Y3-Deep Gold	-	2	-	1	-
R3-Magenta	-	2	-	1	-

QUART ULTRADEEP  
K43T00054 640413613

Non Returnable Tinted Color

CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.



0220098-001

### HARDIE TRIM

SHERWIN-WILLIAMS 2020 07/05/18  
919-469-8530 Order# 0272806

EXTERIOR ARCHITECTURAL  
A-100 LATEX  
GLOSS IFC 8012NP

COMP(J001) JH20-30 KHAKI BROWN  
CUSTOM SHER-COLOR MATCH

CCE#	COLORANT	OZ	32	64	128
W1-White	-	25	-	-	-
B1-Black	-	41	-	1	-
R2-Maroon	-	10	-	-	-
Y3-Deep Gold	-	52	-	-	-

ONE GALLON DEEP  
A06W00153 650047285

Non Returnable Tinted Color

CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.



0272806-001

### Windbrooke Community Paint Can

All of the paints are available for touch-ups. We ask that you put \$5 in the "paint kitty" when you check out a paint so the money can be used to purchase additional paint for others in the community. Contact the HOA President.

The siding has a 15 year color guarantee which goes through 2027. Please do not paint the siding but touch-up is allowed.

### HARDIE SIDING

SHERWIN-WILLIAMS 2020 03/21/16  
919-469-8530 Order# 0220098

EXTERIOR ARCHITECTURAL  
RESILIENCE LATEX  
SATIN IFC 8012NP

COMP(J001) JH40-10 COBBLE STON  
CUSTOM SHER-COLOR MATCH

CCE#	COLORANT	OZ	32	64	128
B1-Black	-	4	1	-	-
R2-Maroon	-	-	1	1	-
Y3-Deep Gold	-	6	-	1	-

QUART EXTRA WHITE  
K43W00051 640413530

Non Returnable Tinted Color

CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.



0220098-003



## 9 Document Change History

2019 September: Revised topic 2.15 to include front doors must be the current style with two windows at the top.

2019 November: Updated the Deck and Fences stain color to the Correct Deck Match from Sherman Williams.

2021 April: Added Fire Pit and Grill policies. Reformatted the document for automatic Table of Contents generation.

2021 May: Removed the requirement for an ARC request to lay down mulch.

2021 June: Updated the Grill policy so that Windbrooke complies with the Town of Cary and North Carolina policies.

2021 October: Updated the Windows section to remove specific vinyl window vendors.

2022 February: Updated the handicap sign section to change the fee from \$30 to \$150.