

**WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.**

*Rules and Regulations*



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# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

## FOREWARD

All of these Rules, Regulations and Procedures replace ALL the prior Rules, Regulations and Procedures. They do not, however, replace the Declarations which include the Bylaws and its Amendment of 2006 that specifically addresses condominium rentals.

## NOTE:

**\*\*The name "Windsor Oaks Homeowners Association of Mecklenburg, Inc." may not be used for the creation of or set up of any website or social media account or for the addition to any existing website or social media account such as Facebook, Twitter, Instagram, etc. without the express written consent of the Board of Directors of Windsor Oaks Homeowners Association of Mecklenburg, Inc.\*\***

Approved by the Board of Directors of the Windsor Oaks Homeowners Association of Mecklenburg, Inc. the first day of January 2021.

Revisions approved by the Board of Directors of the Windsor Oaks Homeowners Association of Mecklenburg, Inc. May 23, 2022.

  
\_\_\_\_\_ Chairman / President

  
\_\_\_\_\_ Vice Chairman

\_\_\_\_\_ Secretary

  
\_\_\_\_\_ Treasurer

  
\_\_\_\_\_ Member-at-large /  
Acting Secretary

***Revised December 2022***

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

## Windsor Oaks Rules and *Regulations* Documents

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# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

## OVERVIEW OF RULES AND REGULATIONS

### **Purpose:**

The purpose of this document is to introduce, and give an overview of, Windsor Oaks (WO) Rules and Regulations. The intent is to help WO homeowners, renters, visitors, and guests understand: (1) why complying with condominium rules and regulations is important; (2) how rules and regulations are developed, administered, and generally enforced; (3) key terms used in WO documents, including different terms having the same meaning; (4) what documents compose WO rules and regulations; and (5) how to get answers to questions about how those rules and regulations affect activities in this community.

### **Condominium Community Living; Why Rules and Regulations Matter**

To understand and appreciate the importance of condominium rules and regulations – restrictions that at first blush might appear unnecessary or overly burdensome – one needs to understand some key differences between living in a traditional single-family dwelling in a non-condominium/non-subdivision community and living in a condominium community such as WO.

In a traditional non-subdivision/non-condominium community, you, as homeowner, are generally the one distinct owner of a parcel of land and the structures on that land. You are responsible for building upkeep, as well as landscaping – that’s your home. You have considerable latitude to adorn and reside in the property as you see fit, but within limits and ordinances set by government bodies. Areas outside the boundaries of your parcel of land, like roadways, are apt to be owned and managed by local governments.

By contrast, when you buy into a condominium community, such as WO, you are literally buying into a corporation – like a shareholder. The corporation (in our case, the Windsor Oaks Homeowners Association of Mecklenburg, Inc.) owns a parcel of land on which one or more buildings are situated – the condominium community. Thus, you become one of a group of owners of that parcel. Your home (called a “unit”) is a volume of space within a given building – a space bounded by interior wall, ceiling and floor surfaces. Exterior surfaces and all buildings (perhaps including a pool and clubhouse) and land (sometimes including community roadways) within the parcel are owned by the corporation.

Moreover, as part owner of a condominium corporation, you have a vested interest in keeping the community a safe, healthy, and enjoyable place to live. (You also have an interest in making sure that what goes on in the community does not adversely affect property values.) To these ends, the community establishes, and you take on obligations to comply with, rules and regulations. (When you were still a prospective buyer, as part of your due diligence you should have reviewed the condominium documents.)

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The above is a bit of an oversimplification, and there are several other types of communities. However, this will hopefully help you understand some key differences between living in a condominium community and residing elsewhere – differences that underscore the need to abide by community rules and regulations. (Further on in this document, we'll touch on the legal records that established our community, set up the first set of basic requirements, and the mechanisms for maintaining them.) For now, the *big ideas* are that condo living is different, and following rules is really in our own best interests.

## How Rules Are Developed and Administered

### Governing Documents:

WO rules and regulations begin with the baseline legal document that established this corporation/community in the first place. This is the builder's Declaration, tailored specifically for our community, and established by the WO developers. The Declaration established the Association as a North Carolina non-profit corporation and (under Article V) the bylaws, rules and regulations, conditions and covenants that homeowners and renters must follow. (You should have received a copy of this document before you purchased your unit.) The Declaration authorizes, and is supplemented by, a set of subject related rules and regulations covering such topics as landscaping and architecture.

### Roles and Responsibilities (Who Does What):

#### The Board:

The Declaration empowers a Board of Directors ("Board") to make, approve and administer additional rules and regulations. The Board has overall responsibility for their issuance, maintenance and enforcement, and for creating committees and special projects. Board members are unpaid and elected by the community (each Unit having one vote). The Board consists of a Chairperson/President, Secretary, Treasurer, a Member-At-Large, and may include a Vice-Chairperson.

#### Committees:

Under Board delegated authority, subject-based committees are responsible for preparing supplemental rules and regulations and sending them to the Board for approval, disapproval, or modification. Committee members are volunteers who are WO residents. Board members may be on any committee. Every committee must maintain a membership roster and, at least once each year, provide the Board with such roster. Current committees and their primary duties are:

- 1) Rules and Regulations Committee: (a) ensures that all rules and regulations are consistent with the Declaration and the By Laws; (b) develops and administers general neighborhood rules and regulations; (c) works with other committees and reviews their rules and regulations for clarity, and consistency; and, (d) coordinates Board review and approval of rules and regulations;

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- 2) The Clubhouse and Pool Committee: at the approval of the Board develops and administers rules and regulations governing use of clubhouse and pool facilities;
- 3) The Architectural Management Committee: at the approval of the Board develops and administers rules and regulations governing maintenance and care of buildings, roadways, sidewalks, signs, utility services and other infrastructure within the community; and,
- 4) The Landscape Committee: at the approval of the Board develops and administers rules and regulations governing personal and community landscaping.

## The HOA Management Company:

Among its other administrative functions, this entity helps enforce rules and regulations by investigating reports of violations, communicating with affected parties to resolve issues, and imposing Board-sanctioned/Declaration-authorized penalties.

## Residents and Unit Owners Who Live Outside WO:

WO residents (including Unit Owners who live here) and Unit Owners who live outside WO have the responsibility to comply with community rules and regulations. They have the opportunity, and are encouraged, to participate in the rule-making process – from serving on committees to attending open meetings and voicing their opinions.

## The WO Rulemaking Process:

The Board establishes rules and regulations by direct issuance and through its committees. Each committee prepares and maintains its set of rules and regulations. Here's the overall process of how things are done:

Each committee is composed of volunteers who have an interest in, and knowledge/skills suited for, the committee's subject matter. Members meet as necessary to address issues of concern to WO. Feedback and interaction are important. The Committees draft documents and send them to the Rules and Regulations Committee for review, modification and disposition. The Rules and Regulations Committee then sends drafts it has approved to the Board for any additional revisions and final actions. The Board meets to consider and act on the drafts. The Board has the discretion to obtain additional community input. The Board then issues final rules and regulations it has approved and sets their effective dates.

The Declaration and Board approved rules and regulations and related documents are distributed to residents and homeowners in paper form; on request, they are also available in electronic form.

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## Enforcement:

The WO approach to enforcing rules and regulations is addressed at length in the document, “General Enforcement Policy and Procedures”. For purposes of this overview, know that the policy is to obtain prompt, effective and voluntary corrective action to violations. The objective is to reach fair and amicable agreements rather than confrontational outcomes (such as fines and litigation sanctioned by the Declaration). Enforcement procedures are guidelines that encourage following a bottom-up sequential approach.

## Compliance Transfers:

There’s another important concept to understand. All WO homeowners and occupants are subject to community rules and regulations. When a condominium unit transfers from seller to buyer, requirements and conditions in effect in the community also transfer. **The buyer takes on the duty and legal obligation to remedy any non-compliant condition that exists for the unit at the time of sale. Violations are not forgiven as part of the deal.**

Homeowners must make compliance with the Declaration and community rules and regulations as a requirement of the rental agreement. A renter’s non-compliance becomes a lease default. Moreover, in cases of non-compliance, the Association may require a homeowner to promptly evict all (rental) occupants.

This concept is another reason why it’s important to understand and abide by WO rules and regulations.

## How Changes Are Made

Making changes to the Declaration takes much effort, time, and expense. Changes must be made in accordance with the North Carolina Condominium Act. It is beyond the scope of this overview to detail those provisions. However, it might be instructive to note that when the Declaration was amended in 2006, regarding unit rentals, the change required notarized signatures of owners representing at least sixty seven percent of all units – one vote per unit.

By contrast, it is easier to change rules and regulations the Board makes under its authority. The Board can make changes directly, at its discretion.

## **Definitions:**

Here’s a list of key (but not all) terms you will find in WO documents. Most terms originate from the “Declaration”. Over time, authors of offshoot documents changed some terms, with the intent to provide clarity. Although these variations mean the same as their Declaration synonyms, things can be confusing. What follows is intended to clear up any misunderstandings. Terms from the Declaration are annotated with “[D-Article I]”. Also, “we” means members of the WO Board and the WO Rules and Regulations Committee. Unless specified otherwise, “You” means readers of this document who are WO condominium unit owners, renters, and visitors or guests. Note that in some cases, we have paraphrased text from the Declaration; you should refer to the Declaration itself when considering terms in the context of legal proceedings.

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Association means the Windsor Oaks Homeowners Association of Mecklenburg, Inc.[D-1.2]. This community is a corporation.

Board means the Board of the Association [D-1.3]. The Corporate officers compose the board, also referred to as the Board of Directors.

Clubhouse or Community Center means the building and/or pool area located on the Common Elements for use and enjoyment of Unit Owners [D-1.23]. Unit Owners collectively own the clubhouse and pool, and therefore have a particular interest in making sure these assets are kept in good condition.

Common Area means the same thing as Common Element. The common area takes in all grassy areas (including trees and soil at their bases), all concrete curbing and sidewalks, streets, and the clubhouse (including the pool, clubhouse parking lot, and the areas immediately surrounding these structures).

Condominium means the condominium created by the Declaration [D-1.7].

Common Element means all portions of the Condominium except the Units (Limited Common Elements are Common Elements) [D-1.5]. Like the clubhouse and pool, Unit Owners collectively own these assets, and thus have a stake in their upkeep.

Declaration means the Declaration of Windsor Oaks Condominium, made September 28, 1999 by WKB CHARLOTTE, INC., (the Declarant), under the North Carolina Condominium Act, (the Act). This document legally established the Association in the first place. It also set up basic rules and regulations, along with a system for running WO that, among other things, authorizes making and enforcing additional rules and regulations. The Declarant, the community builder and developer, has since left, leaving WO as self-sustaining, and self-governing.

Document means the same as Declaration.

Homeowner means the same thing as Unit Owner.

Limited Common Area means the same thing as Limited Common Element. These areas take in all concrete walkways and concrete driveways, and areas immediately adjacent to buildings. This means the area between your building's exterior and its walkway, along with areas on the building's front and side -- but not more than about eight to ten feet from the building, grass excluded.

Limited Common Element means portions of the Common Elements allocated by the Declaration, the Plans, or the Act for exclusive use of one Unit but fewer than all Units. This includes, but is not limited to, any patio, driveway, or sidewalk, and attic storage areas, adjoining a Unit. Areas on which a Unit's heating and air conditioning equipment are located are Limited Common Elements allocated specifically to the Unit [D-1.11].

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Occupant means any person or persons in possession of a Unit, including Unit Owners who reside in their units, family members, lessees, guests and invitees of such person or persons, and family members, guests, and invitees of such lessees [D-1.12].

Plans means the plans of the Condominium recorded in Unit Ownership File No. 508 in the Office of the Register of Deeds of Mecklenburg County, North Carolina, and by the Act made a part of the Declaration [D-1.14].

Preserve means the same thing as Wetlands. This is the area of land that traverses the South East portion of the WO parcel – the area is heavily wooded. (A general map showing this area is in the clubhouse exercise room and you may see a more detailed map by contacting a Board member.) Use of this land is restricted by several government jurisdictions [D-5.16]. It is not for WO recreational use. Check with the Board if you have any questions, concerns or issues about the preserve.

Property means the real estate described on the Declaration’s Exhibit A, and A-1, together with all buildings, and improvements constructed or located thereon, and all rights, privileges, easements, and attachments belonging to, or in any way pertaining to, this real estate [D-1.16].

Resident means the same thing as Occupant.

Rules and Regulations means the rules and regulations of the Condominium established by the Board from time to time [D-1.17].

Stormwater Detention Basin means that portion of the Common Elements designated “Detention Basin #1” or “Detention Basin #2” shall be developed and maintained pursuant to the engineering plans for the property described on Exhibit A-1, which is the entire 35.749 acre tract, including the Additional Real Estate, and subject to the requirements of the City of Charlotte, Mecklenburg County engineering departments or other governmental authorities [D-5.27].

Turnaround means those end-of-street areas (cul-de-sacs) that are less than a car length in depth from the nearest driveway.

Unit means a portion of the Condominium, whether or not contained solely or partially within a building, together with its percentage of undivided interest in the Common Elements, as set forth in Exhibit B of the Declaration. Each Unit is designated and delineated on the Plans [D-1.19].

Unit Owner means the person or persons owning a unit in fee simple [D-1.21]. A Unit Owner who resides outside of WO would not be a resident.

Wetlands means that portion of the Property, if any, designated “Wetlands Preserve” by the Corps of Engineers [D-1.24].

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## **Inventory of Rules and Regulation Documents**

An Inventory of WO rules and regulations documents. In addition, a chart depicting these documents and how they relate is in Attachment 2 (Page 14).

## **Contacts for Further Information**

Board and committee contacts change often. Call the management company for current board and committee members.

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## ATTACHMENT 1, Listing of Rules and Regulations Documents

Following are the Windsor Oaks (WO) rules and regulations documents, along with brief notes, and identification of who is mainly responsible for administering them.

Title: "Declaration Of Windsor Oaks Condominium", made September 28, 1999 by WKB CHARLOTTE, INC., (the Declarant).

Notes: The Declaration, along with its exhibits, established the WO condominium community, and the Windsor Oaks Homeowners Association of Mecklenburg, Inc. It set up: (1) how WO is run; (2) basic rules/regulations and who must follow them; (3) how additional rules/regulations can be made; and, (4) how the Declaration and rules /regulations can be changed.

Administered by: The Board

Title: "Bylaws of Windsor Oaks Homeowners Association of Mecklenburg, Inc.", September 28, 1999.

Notes: The Bylaws, the Declaration's Exhibit E, details: (1) how WO is run, including election, composition and conduct of the Board; (2) assessments; (3) rights and obligations of various persons in the community; and, (4) rules of conduct.

Administered by: The Board

Title: "Amendment To Declaration Of Windsor Oaks Condominium", June 12, 2006

Notes: The amendment sets rules for renting and leasing condominium units.

Administered by: The Board

Title: "General Rules and Regulations"

Notes: This is a plain language digest of requirements from the Declaration and related documents.

Administered by: The Rules and Regulations Committee

Title: "General Enforcement Policy and Procedures", effective January 1, 2017

Notes: This states the general policy and procedures for enforcing WO rules/regulations.

Administered by: The Board and the Rules and Regulations Committee

Title: "Architectural Rules and Regulations"

Notes: This covers maintenance and care of buildings, roadways, sidewalks, signs, utility services and other infrastructure. It includes a form for requesting approval of certain modifications.

Administered by: The Architectural Management Committee

Title: "Personal Landscaping Rules & Regulations"

Notes: This covers what is and is not allowed regarding personal landscaping in limited common areas.

Administered by: The Landscape Committee

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Title: “Clubhouse & Pool Rules And Regulations”

Notes: This explains ground rules for using the clubhouse and pool, including measures intended to ensure personal safety, health, and facility cleanliness. It comes with a checklist of “to-do” items to help meet this goal.

Administered by: The Clubhouse and Pool Committee

Title: “Clubhouse Rental Policy and Procedures”

Notes: This states policies and procedures for using the WO clubhouse and pool, and how to rent the clubhouse for private events. Included are rental agreement and cleanup checklist forms. Administered by: The Clubhouse and Pool Committee

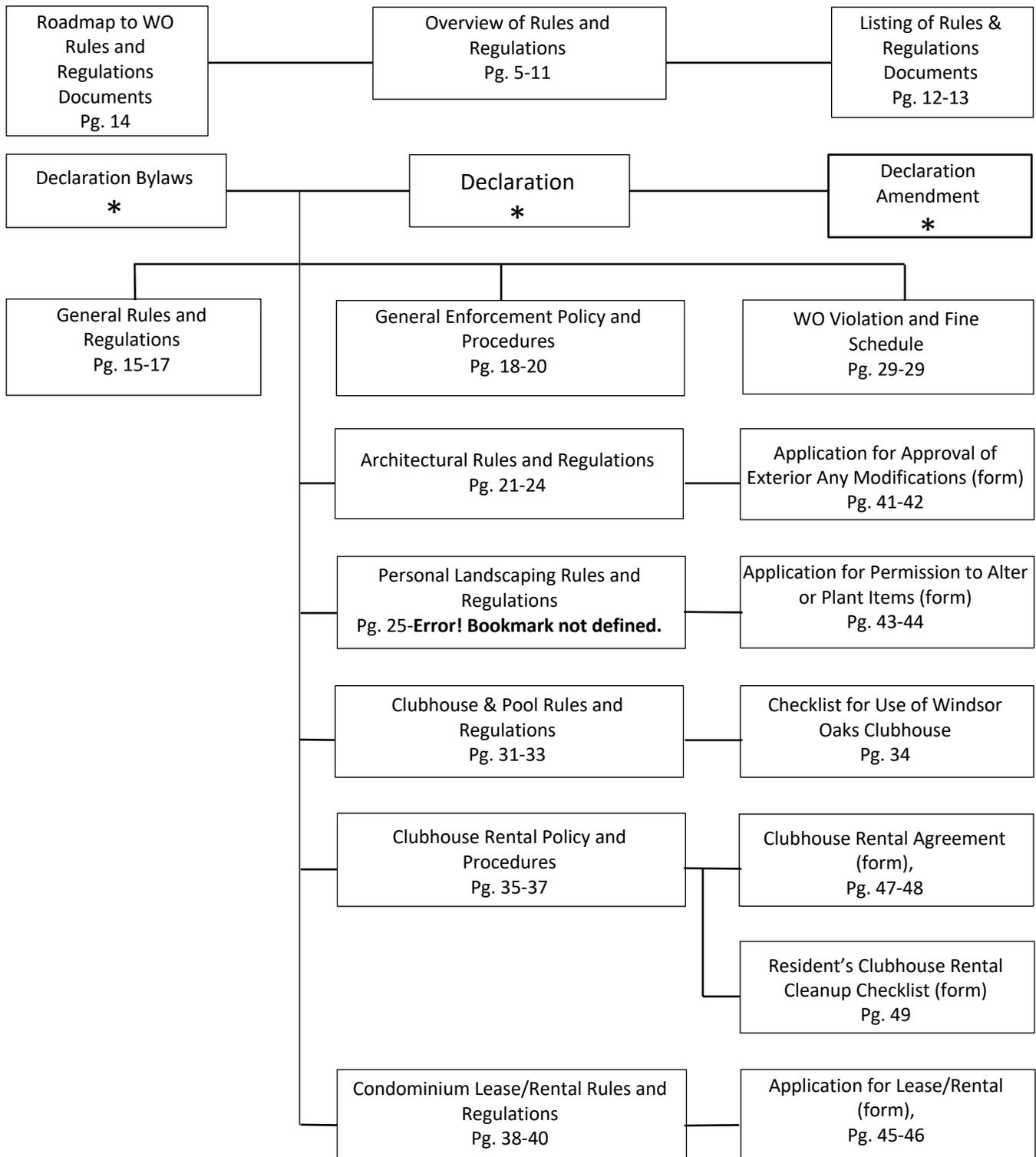
Title: “Condominium Rental Rules and Regulations”

Notes: This document states in plain language the rules and regulations for renting and leasing WO condominium units. It also summarizes renters’ rights and obligations with respect to WO activities, facilities, and governance. Included is a unit rental application form.

Administered by: The Board

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## ATTACHMENT 2, Roadmap to Windsor Oaks Rules and Regulations Documents



\* The Declaration, Declaration Bylaws and Declaration Amendment can be found on the Windsor Oaks Web Site, <http://windsoroakscharlotte.com>, under the Association Documents Link.

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

## GENERAL RULES AND REGULATIONS

### **Purpose:**

The purpose of this document is to clearly explain, in plain language, the Windsor Oaks (WO) General Rules and Regulations. The intent is to foster compliance with these requirements so as to keep the WO neighborhood a safe, clean, and desirable place to live (and where activities and neighborhood upkeep do not adversely affect property values.)

### **Definitions:**

Incorporated by reference are words/terms and their definitions in the related document, "Overview of Rules and Regulations". Also, "we" means members of the WO Board and the WO Rules and Regulations Committee. "You" means readers of this document, including, unless specified otherwise, condominium "unit owners", "renters", agents and "visitors or guests".

### **Listing of General Rules and Regulations:**

The listing follows, mainly extracted from the Declaration and Bylaws, re-phrased for ease of understanding. Where the Declaration or Bylaws is the source document, we have included a parenthetical reference to the relevant paragraph number – for example, "(D-1.12)" and "(BL-6.3)". We encourage you to refer to the exact language in source documents when considering rules and regulations in the context of legal proceedings. Note that for several rules and regulations there are Board approved exceptions, some of which are spelled out elsewhere in Board/committee documents.

- 1) Complying with Laws. Anything you do or maintain in any condominium unit or common area must not violate any law. (D-5.14)
- 2) Nuisances. You are not allowed to conduct any noxious or offensive activity in, or outside of, any condominium unit. Likewise, persistent conduct that violates WO rules is not permitted. These bans also apply to what goes on in common areas that might become a nuisance or annoyance to others. (D-5.13). Examples of nuisances are:
  - a) Noise. You must not make any disturbing noise that might unreasonably interfere with rights, comforts or convenience of other people. Among other things, this means always keeping down the volume of sound generating equipment (such as radios, stereos, TVs, musical instruments, wind chimes and machinery).
  - b) Hazards. You must take all precautions to prevent hazardous situations or fires. Store flammable materials safely.
  - c) Odors, litter, and burning trash in any condominium unit or common area. Except as approved by the Board, you are not permitted to burn trash. You are not allowed to generate offensive odors, or store litter, or new or used building materials. Also, you may not keep trash and garbage containers in public view, except at pickup points on a scheduled pickup day or the evening prior. (D-5.12)

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- 3) Keeping Common Areas Clear. You must not obstruct common areas. Situations include:
  - a) You are not allowed to store anything upon a Common Area.
  - b) You **MAY NOT** hold attic sales, auction sales, estate sales, garage sales, yard sales, or block parties. (D-5.12)
  - c) You are not allowed to leave items of personal property unattended in Common Areas. (D-5.10)
  - d) You must keep clear all entrances, doorways, steps and approaches, so that getting in or out of any unit remains unimpeded. (D-5.12). Minimum 36" clearance required.
  - e) You may not keep any structure, trailer, tent, or other outbuilding upon any Common Area. (D-5.10)
  - f) You may not affix anything to the outside of any condominium unit including exterior doors. (D-5.5, D-5.11(a))
  
- 4) Hanging Laundry and Materials. You may not hang clothing, laundry, rugs, wash, or other items, from, or spread upon, any windows, or upon any common area. (D-5.11)
  
- 5) Pets and Other Animals. You may keep domestic pets, but not for breeding or commercial purposes. You are not allowed to keep (board, raise, or breed) other animals -- including poultry and livestock – in any condominium unit or on any common area. (D-5.7) In addition:
  - a) You may keep up to two (2) pets (ex, any combination of dogs or cats). Each dog or cat may not weigh more than thirty (30) pounds mature weight. Moreover, pet owners are responsible for cleaning up and removing feces from any area. (D-5.7)
  - b) As a pet owner you must indemnify the Association and hold it harmless against loss or liability with respect to your animal(s). You are responsible, not the Association, if your animal causes harm or damage. You must correct any problem with respect to your animal's obnoxious noise or elimination; otherwise, you will be given written notice.
  - c) You may not install so called invisible fences. Also, in common areas you may not have any type of pet containment system. You may not leave any pet unattended or tied up outside.
  
- 6) Solicitors. Solicitors are not permitted in WO.
  
- 7) Traffic and Vehicle Parking. You may park in Common Areas designated for parking, but only if your vehicle is in operating condition and has currently valid license plates. Except in an emergency, you must not perform vehicle repairs in common areas. (D-5.10). In addition:
  - a) You must comply with all parking and traffic regulations adopted by the Board and local authorities. Vehicles parked in violation of these restrictions may be towed away at the vehicle owner's sole risk and expense; towing costs may be added to the responsible unit owner's maintenance charge. You may not park in a manner that blocks sidewalks or driveways. Temporary parking is allowed at the clubhouse, and (unless designated as no parking zones) on WO straight roadways. However, parking should not exceed eight (8) hours.

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- b) Extra parking spaces at the end of cul-de-sacs are part of the common area and usually available for general parking. However, parking there is not allowed when such spaces serve as driveway “turn-arounds” – i.e., where parked vehicles would prevent people from getting into and out of garages.
  - c) Household moving vehicles (including PODS), are allowed to park for up to twenty-four (24) hours per visit in driveways or parking areas. Delivery and service vehicles are allowed to park up to eight (8) hours per visit. This ban also applies to buses, motor homes, boats, campers, trailers, and trucks (other than pick-up and small trucks).
  - d) You must indemnify and hold the Association harmless for any and all damages or losses that might result from illegally parked or abandoned vehicles when you have caused such violation.
- 8) Water and Sewer Facilities. You and/or your agent must not misuse any water and/or sewer storm drain apparatus. That means you may not dump into such facilities: sweepings, matches, rags, grease, paint, chemical or petroleum products, or other improper articles. You will have to pay for repairing damage caused by your failure to comply with these restrictions. (D-5.17)
- 9) Emergency Entry Into Units. In case of emergencies, dangerous conditions, or threatening situations that arise in a WO building or common area, the Board and persons the Board authorizes, may enter the building or common area. (D-7.5)
- 10) Liability for Damages To Common Area Items. If you cause damage to common area equipment, facilities or grounds, you will be liable for repair costs. (D-7.1b)
- 11) Condominium Insurance. If you are a unit owner, you must have and maintain current property and liability condominium insurance and provide proof to the management company each year. (D-8.7)
- 12) Monthly Maintenance Fees. These fees are due by the 1<sup>st</sup> of every month. Persons who pay on or after the 10th of the month will be charged a \$10 late payment penalty. After that, an extra \$10 penalty will be charged for each thirty days of late payment. (BL-6.3)

### **Enforcement:**

WO’s approach to enforcing rules and regulations is addressed in the document “General Enforcement Policy and Procedures”. As explained in that document, we prefer to obtain voluntary compliance and resolve issues amicably. However, procedures are in place for gradually more stringent ways to follow up instances of violations – up to and including litigation.

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## General Enforcement Policy and Procedures

### **Purpose:**

The purpose of this document is to set forth the general policy and procedures for enforcing rules, regulations, and policies established by the Windsor Oaks Homeowners Association of Mecklenburg, Inc. (the "Association"). The Board of the Association directly, and through its committees, establish these rules, regulations and policies for the benefit of Windsor Oaks (WO) residents (homeowners, renters, and visitors, alike) to ensure that WO remains a safe and pleasant community.

### **Authority:**

The authority for establishing these general enforcement policy and procedures is derived from the "Declaration of Windsor Oaks Condominiums" (the "Declaration"), dated September 28<sup>th</sup>, 1999; as amended November 13, 2006, by WKB Charlotte, Inc. pursuant to the North Carolina Condominium Act (the Act), Chapter 47C, North Carolina General Statutes.

Article V of the Declaration requires each condominium unit owner and occupant to comply with all applicable provisions of the Act, the Declaration, the Declaration's Bylaws, the Articles of Incorporation of the Association, and the Rules and Regulations established by the Board or the Association, as amended. The Declaration states that "Failure to comply shall be grounds for an action by the Association, an aggrieved Unit Owner, or any person affected, for recovery of damages, injunction, or other relief."(D-5.1)

### **Definitions:**

Definitions in the Declaration are hereby incorporated by reference.

### **Roles and Responsibilities:**

The Board has overall responsibility for establishing rules and regulations and taking measures to initiate enforcement actions when violations occur, as authorized by the Declaration.

The Board's committees are responsible for: (1) establishing rules and regulations under the Board's authority, with the Board's approval, and consistent with the Declaration; (2) identifying violations and bringing them to the Board's attention, as warranted; (3) attempting to obtain prompt and effective voluntary corrective measures when violations have been identified; and, (4) advising the Board on appropriate follow up when violations are such that non-voluntary corrective measures might be warranted.

The Association's management company is responsible for administering formal enforcement actions (such as pursuing mediation proceedings, levying and collecting fines, and pursuing litigation).

WO residents (unit owners and renters alike) are responsible for: (1) being aware of, and complying with, rules and regulations; and, (2) taking prompt and effective measures to correct violations they have caused. Residents have a general responsibility to report more serious violations they have identified to the Board and/or relevant committee members to facilitate prompt follow up.

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

## **General Enforcement Policy:**

The general enforcement policy is to obtain prompt, effective and voluntary corrective action to violations of rules and regulations. The objective is to reach fair and amicable agreements rather than confrontational outcomes (such as fines and litigation sanctioned by the Declaration).

When violations are serious (i.e., they imperil residents' health or safety, or put at risk the structural integrity of Association buildings and facilities) the Board may pursue legal remedies directly, as it deems necessary. Likewise, the Board may, at its discretion, pursue such remedies when violations (though not necessarily serious) have been repeated, despite the Board's good faith efforts to obtain voluntary corrections.

## **General Enforcement Procedures:**

The sequential steps should be to involve: (1) one or more Association committees; then, (2) the Board; then, (3) the management company; and (4) ultimately the court system.

## Investigations:

The Board and Association committees will not accept verbal reports of suspected violations, but instead require that reports be in writing. That's because having written documentation enables committees, the Board, and the management company to conduct fair and thorough follow ups, especially when the homeowner resides outside the Association community. Reports should:

- 1) be signed, dated and promptly submitted, preferably within three calendar days of when the suspected violation is observed – reports by e-mail are acceptable,
- 2) identify each violation's nature, description, location within the Association community, and, as warranted, the date(s) of occurrence,
- 3) identify persons who might be responsible for violations.

The Board, at its discretion, may initiate: (1) observations to determine compliance with rules and regulations; (2) for cause investigations into the nature and extent of any suspected or reported violations; and, (3) follow ups to determine the adequacy of corrections to violations.

## Communications:

In general, the Board or involved committee informally (e.g., verbally) will communicate and resolve findings with persons believed responsible for minor violations. When the Board judges violations to be serious, repetitive, or not corrected in a satisfactory or timely manner, the Board may formally correspond with relevant parties in writing (including electronic mail). The Board, as it deems appropriate, will request the Association management company to issue formal communications.

Communications will be timely and include: (1) identification of the nature and extent of suspected or confirmed violations; (2) requested corrections; and (3) timeframes for making corrections.

Persons believed responsible for violations will be given the opportunity to dispute and otherwise address reports and findings of violations.

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

## Remediation:

When the Board determines that voluntary remedial measures to correct violations are lacking, or unsatisfactory, the Board may seek formal remedies consistent with the Declaration.

## Time Frame Guidelines:

All parties are encouraged to adhere to the following time frames (Days are calendar days.):

- 1) Reports of suspected violations should be submitted in writing within three (3) days of when they are observed.
- 2) The Board will acknowledge receipt of reports of suspected violations within three (3) days of receipt.
- 3) Within three (3) days of receiving reports of suspected violations, the Board will, at its discretion, initiate appropriate follow ups.
- 4) The Board will promptly complete its investigation, then (generally within five (5) days), inform affected parties of its findings.
- 5) The Board will request that corrections to violations be completed within time frames the Board sets on a case by case basis. The Board will also request that it be notified when corrections have been completed.
- 6) The Board will verify corrections as it deems necessary and, within two (2) days, ensure that affected parties have been notified accordingly.

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

## Architectural Rules and Regulations

### **Purpose:**

To provide for the ongoing administration of policies and procedures established by the Board that pertain to the maintenance and care of buildings, roadways, sidewalks, signs, utility services and other infrastructure within the community.

### **Committee Make Up and Organization:**

An Architectural Management Committee (AMC), consisting of at least three persons selected from volunteer residents and operating under the leadership of a chairperson responsible directly to the Board, shall perform the following duties subject to authority granted by the Board.

### **Duties and Guidelines:**

The Committee chairperson, with the assistance of the committee members shall perform the following duties in accordance with Board policies, directives and guidelines.

- 1) Review or initiate as necessary and approve the repair and replacement of Association responsibility items, as defined by the Board. Prior approval must be obtained from the Board for any repair or replacement of Association responsibility item where the anticipated cost of such work exceeds the dollar limit set by the Board.
- 2) Authorize the management company to issue necessary work orders for all approved requests.
- 3) Monitor the progress of authorized work orders and approve invoices for payment by the management company when work has been satisfactorily completed on each work order.
- 4) Prepare and present to the Board an annual budget request for estimated funds needed for the repair and replacement of Association responsibility items.
- 5) Maintain, in concert with the management company, those records and reports needed to maintain budgetary control throughout the year and prepare periodic status reports for review by the Board.
- 6) Review and approve or disapprove, as appropriate, homeowner requests for **ALL** modifications and repairs to the structural integrity or exterior of any HOA building. The Board has authorized a list of specific optional items that may be approved by the Chairperson of the Committee. Requests for the attachment, addition or replacement of such optional Items are to be submitted to the Committee by the homeowner on the form entitled Application for Approval of Any External Modification. Requests for other items not on the currently approved list may be submitted to the Committee on said form for evaluation and recommendation to the Board.
- 7) Monitor the progress of work on such homeowner requested installations or replacements and certify when satisfactorily completed.
- 8) Periodically monitor the exterior of each Unit for unauthorized items attached to the building surfaces and instruct the management company to provide the homeowner with notification of any infraction, with a copy of such notification to the Board.

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

- 9) When evaluating proposed and requested maintenance tasks, give due consideration to the following factors, in order of priority:
- a) Public safety
  - b) Structural integrity
  - c) Budgetary constraints

## **Definition of Repair/Replacement Responsibilities:**

**The Association** is responsible for the repair and replacement of the following items:

- 1) All paved areas, including roadways, driveways, concrete curbing and sidewalks, not to include the cleaning of unit driveways and entry walkways.
- 2) Service water lines up to the shut off valve in each unit.
- 3) Retaining walls.
- 4) Exterior signs and supporting posts, including mailbox posts, and fences.
- 5) Storm water and sewage drainage systems.
- 6) The external structure of all buildings (from wall studs and roof sheathing outward), including:
  - a) Roof vents and boots.
  - b) Roof shingles.
  - c) Chimney flashing and caps.
  - d) Brick siding.
  - e) Exterior frame and molding around entry door. The maintenance/replacement of the decorative molding around the front door will become the unit owner's responsibility if a storm door is installed.
  - f) Window shutters.
  - g) Gutters, eaves, soffits, and downspouts.
  - h) Exterior caulking, excluding window caulking.
  - i) Crawl space vents (Windsor models only

**The Homeowner** is responsible for getting AMC approval for any modification to the exterior of the unit. ANY improvement/changes to the OUTSIDE of the unit, including Board approved optional items, requires that you fill out the "Application for Approval of Any Exterior Modification" form (see pages 41-42) and get approval from the AMC before work is performed.

**The Homeowner is responsible for allowing access for the purpose of a Termite Inspection.**

**This is normally performed once a year in January. The inspector will look for termites at the junction of the floor and walls throughout the unit including the garage. Garages are especially vulnerable as termites can get in beneath the garage door. If you are storing items in the garage you will need to move items away from the walls for the inspection. The inspector needs to be able to see the junction of the garage floor and**

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**walls. If you have built in cabinetry, you will be responsible for any termite damage that occurs behind the built-in units.**

**The Homeowner** is responsible for the repair/replacement of the following:

- 1) Damage to ceiling and/or interior walls from any source including damage caused by roof leaks and chimneys.
- 2) Chimney fire box and flue cleaning,
- 3) Gutter splash pans and downspout extensions.
- 4) Additional attic insulation.
- 5) Heating and air conditioning systems.
- 6) Plumbing, including waste lines. All water service lines from the shutoff valve in the garage to each outlet, and all waste line blockages inward from the clean out valve.
- 7) Dryer vents, including the cleaning thereof. The cleaning will be arranged by the HOA to ensure all units are inspected. It is the owner's responsibility to be present during the inspection and to pay for the inspection.
- 8) Windows, window screens and window caulking (exterior and interior).
- 9) Outdoor light fixtures (see addendums A1 and A2 for approved fixtures), and the boxes they attach to.
- 10) Mailbox – Repair or replacement of the box and related hardware will be arranged by the Association and the cost will be billed to the homeowner.
- 11) All doors – interior, garage, and outside entry - including related hardware. Exterior door handle must match existing style but can be a different finish.
- 12) Doorbell button/fixture.
- 13) Water faucets, including outdoor spigot.
- 14) Replacement keys – Residence keys are the responsibility of the homeowner. Clubhouse key will be provided by the Board at the current cost.
- 15) Communication services (telephone, internet, cable, wireless, etc.).

## **Board Approved Optional Items:**

The Board has authorized the Chairperson of the AMC to approve the following specific optional items for installation in units when requested by the homeowner on the Application for Approval for Any Exterior Modification (AAAEM) form. Each such requested item must be submitted on a separate form.

- 1) Interior Window/Storm Door Tinting - Sun Control Window Film by 3M may be installed after approval. The film must be a Medium Performance Neutral film (no dark film is permitted) and must be installed by an authorized 3M distributor. Installation must include all windows on the same wall exposure of the Condominium Unit. If sunroom windows are to be tinted, then all windows in the sunroom must be tinted. A sample of the film to be used must be attached to the Application for Approval of installation of the film.

## WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

- 2) **Solar Light Tubes** – Tubes may not exceed 14” in diameter and no more than 3 tubes per unit are allowed. The tubes must be self-flashing style and installed by HOA current roofing contractor or by manufacturer of tubes.
- 3) **“For Sale” or “For Rent” Sign** – Contact the management company for authorized sign. Signs must be of uniform size and color and conform to the following specifications: 22 in. X 22 in., of ½” PVC, with a 4” X 4” post, trimmed in dark green and burgundy. An information box may be placed near the sign. **NO** “For Sale” or “For Rent” signs are to be placed in windows.
- 4) **Storm Door** – A storm door may be installed. See Addendums A3 and A4 for approved storm door examples. Any vendor may be used if the exterior appearance of the selected door is like the door depicted in the addendum. No panel is allowed at the bottom of the door.
- 5) **Motion Light** – May be installed under the corner eaves of the sun porch or the opposite outside corner of the entryway and must meet these criteria: Color – White; Light cowling – Directional, not more than 4 ½” diameter, mounted in downward angle; Electrical connection – hidden and controllable by a switch inside the Condominium Unit. In the case of units whose side faces north into the Preserve or into the north or south berm, or facing south into the detention pond, one motion light meeting the prescribed specifications may be installed between the units. In such case the electrical connection can be made to the existing external socket, provided the wiring is run straight and secured firmly to the brick siding.
- 6) **Security (cameras, sensors, etc.)** – New security doorbell must overlay prior/existing doorbell. Approved outdoor/motion lights (see above 5) can be replaced to include security camera.
- 7) **Front door paint** – The unit’s front door may be painted one of the approved colors listed on Addendum A5.

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

## Personal Landscaping Rules & Regulations

### **Purpose:**

The purpose of this document is to explain the Windsor Oaks General Rules and Regulations governing personal landscaping. The intent is to foster compliance with these requirements to keep the neighborhood safe, clean, and maintainable.

### **Governing Documents:**

The Declaration, including the Bylaws, is the primary document that governs personal landscaping. This document supplements the Declarations.

### **Definitions:**

Incorporated by reference are words/terms and their definitions in the related document "Overview of Rules and Regulations".

### **Roles and Responsibilities:**

The Landscape Committee operates under the Board's authority, advises the Board on landscaping matters and oversees landscaping service activities.

Unit Owners and tenants are responsible for being aware of and complying with WO rules and regulations.

**For anything not listed in the "Allowed" or "Not Allowed" Lists, contact the Landscape Chairperson to see if permitted before planting.**

Violators of these Rules and Regulations will receive notification from the Management Company to come into compliance. Failure to comply may result in a fine levied by the Board (D-5.1).

**PLEASE REVIEW THESE RULES & REGULATIONS BEFORE YOU PLANT OR CHANGE THE LANDSCAPING IN YOUR LIMITED COMMON AREA.**

**ALL SHRUBS are the property of WOHA and ARE NOT to be removed.**

**NO new Trees or Shrubs can be planted without prior written approval.**

**Any requests for changes or variance to these Rules and Regulations must be submitted to the Landscape Committee in writing on form "Application for Permission to Alter or Plant Items in the Limited Common Area", Pgs 43 & 44.**

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## The COMMON AREA is the responsibility of the WOHA.

**PERSONAL LANDSCAPING** is NOT ALLOWED in the Common Area, (around mailboxes, house number signs, trees, etc., or any areas away from the unit's Limited Common Area). **Any items found in the Common Area will be removed by the HOA.**

### The Limited Common Area

(See Page 9 for defined area.)

For purposes of planting **ONLY** in the Limited Common Area, it is the area between the sidewalk and building and the Pine Straw strip against the building, and where there is no sidewalk, up to the shrubs around the A/C Unit.

### Allowed in the Limited Common Area

Personal plantings and decorative items must be maintained by the unit owner or tenant.

NOTE: The Landscaping Company and/or contractors working for WOHA are NOT responsible for damage to any personal items placed in the Limited Common Area by the resident.

- 1) **Plants and flowers:** All non-WOHA shrubs, perennials, roses and tall-growing flowers must be maintained by resident and kept less than 4 feet tall. Blooming plants must be pruned after their growing season is over to less than 2 feet in height. Plants with bulbs must have their foliage cut and pine needles spread over the bulb tops when their growing season is over.

Below is a listing of plants which can be chosen by the homeowner to replace a WOHA plant which has died. The Landscaping Committee will assist owners with the choice of an appropriate plant for their landscapes.

#### **List of approved plants:**

Abelia, Kaleidoscope and Rose Creek  
Dwarf Encore Azalea  
Dwarf Gardenia or Dwarf Variegated Gardenia  
Dwarf Hinoki False Cypress  
Dwarf Hydrangea  
Dwarf Nandina and Dwarf Firepower Nandina  
Dwarf Loropetalum and Dwarf Loropetalum Crimson Fire  
Dwarf Golden Arborvitae

- 2) Ground cover in front of windows.

#### **List of approved ground cover:**

Ajuga, Bronze Beauty or Chocolate Chip  
Creeping phlox  
Pachysandra  
Sedum, Lemon Ball, Ogon or Czar's Gold

- 3) Annuals may be planted between the WOHA shrubs, provided there is adequate space for them, and in any open area in the Limited Common Area.

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

- 4) **Flags:** One (1) **American Flag** provided: a) NOT attached to the building; b) no larger than 4 feet by 6 feet; and c) flagpole No more than 7 feet tall. And one (1) **Military flag** displayed on flagpole below American flag or on a free-standing garden flag holder. And one (1) **Garden flag**, provided: a) it is approximately 18 inches x 24 inches; and b) on free standing garden flag holder. Garden flag holders are not to exceed 3 feet in height.
- 5) **Two (2) Security signs.**
- 6) **Six (6) pieces of Furniture:** chairs, table, bench, glider, etc. Umbrellas are not allowed as they can become missiles in high wind. (City Ordinance: you must maintain 36 inches of clearance in front entrance way and sidewalk).
- 7) **Seasonal holiday decorations.** Decorations are not to be placed out more than thirty (30) days prior to the holiday and must be removed by seven (7) days after the holiday ends. Remember, nothing can be attached to the brick walls.
- 8) **Our goal is to keep our neighborhood cohesive, clutter free, and neat. Personal items placed in the Limited Common Area are to be selected from the list below a) to h). Owners of single-story units can choose up to 9 items from the following list a) to h). Owners of two-story units can choose up to 15 items from the list a) to h). The use of Shepherds' hooks (no taller than 6 feet) is required for hanging items. You may have up to 3 Shepherds' hooks. Shepherds' hooks with no items on them must be removed. Shepherds' hooks do not count towards your item limit.**
  - a) One (1) **Small Bird Bath:** Less than 3 feet tall, and not to encumber original shrubs.
  - b) Two (2) **Bird feeders:** On Shepard's hook or a decorative pole/post no taller than 6 feet.
  - c) Two (2) **Small Statues:** Less than 18 inches tall or one (1) **large statue, less than 3 feet tall**, not to encumber original shrubs.
  - d) Two (2) **Hanging baskets:** With live flowers on one or two Shepherds' hooks or decorative pole/post no taller than 6 feet. Empty baskets and baskets containing dead plants must be promptly removed.
  - e) Six (6) **Containers (pots, planter boxes, non-hanging baskets):** For flowers or small shrubs (trees not allowed) may be placed on concrete area or nestled between the HOA shrubs. However, **only three (3) pots may be placed between the HOA shrubs**, so the workers will not be hampered trimming shrubs. These pots must be kept to 14 inches in diameter and 12 inches in height. **Resident must be able to move all pots. Two (2) of the six (6) Containers can be edible fruit, herbs, or vegetables.** All flowers, shrubs, edible fruit, herbs, or vegetables must be kept less than 4 feet tall, unless they are on the concrete, in which case, there is no restriction, **as long as the pot can be moved by the resident.** Rolling

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platforms under the pots are permitted. Containers with dead plants must be promptly removed. (City Ordinance: Distance of 36 inches must be maintained in front entry way and sidewalk.)

- f) One (1) **Wind Chime**: Must be on Shepherd's hook. Shepherd's hook must be 6 feet or less in height. Pipes no larger than 1 inch in diameter and no more than 8 pipes.
- g) One (1) **Birdhouse**: Must be on Shepherd's hook or post. Shepherd's hook or post must be 6 feet or less in height. Birdhouse must be no larger than 18 inches by 18 inches by 18 inches.
- h) Two (2) **Trellises**: Not to exceed 6 feet in height. Trellis can't be attached to the building. Any plant growing on the Trellis must be pruned to keep it from attaching to the building. If the Trellis is in front of the unit's house number plaque, the plant must not obscure the house numbers.
- i) One (1) **Steppingstone**: Not to exceed 12 inches X 12 inches.

## **Not Allowed in the LIMITED COMMON Area**

- 1) **Artificial plants, Artificial shrubs, or Artificial flowers.**
- 2) **Lawn ornaments.**
- 3) **Moving or replacing WOHA shrubbery** with different types of plants or shrubbery.
- 4) **Removal of pine needles or grass.**
- 5) **Signs**, other than "for sale" and "for rent", as stated in the Declaration (D-5.3(b)). (Not placed more than five 5 feet in front of the Unit for a reasonable time and not to exceed 3 feet by 2 feet in size.)
- 6) **Painted Rocks, Rock Borders, etc.**
- 7) **Storage** of any kind.
- 8) **Trimming of any kind of trees.**
- 9) **Window boxes** or Ornaments on sill of exterior windows.
- 10) **Ivy, Vines or Bamboo**

**For anything not listed in the "Allowed" or "Not Allowed" sections, contact the Landscape Chairperson to see if permitted before planting**

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

## MOST COMMONLY OBSERVED VIOLATIONS AND FINE SCHEDULE Effective April 2, 2022

As all violations are impossible to anticipate, this chart is merely a guideline. Unlisted violations will be addressed by the committee and the severity of the violation and fine will be evaluated on a case by case basis.

Violation Enforcement Policies & Procedures are listed on Pages 18 to 20 of the WOHOA Rules & Regulations (Green Book)

Please refer to the WOHOA Declarations and if you do not have a copy, you can request a hard copy (\$25.00) or a downloadable file (Free).

### ALL FINES PER MONTH UNLESS OTHERWISE NOTED

| Category #1 - <b>\$50</b> per violation  | Page # / Item #   |
|--|---|
| Artificial flowers & plants.   | Pg. <b>Error! Bookmark not defined.</b> /#1                         |
| Garbage bins left out more than one (1) day after pick-up.   | Pg. 15/#2 (c)   |
| Improper display of "For Sale" or "For Rent" signs.  | Declaration D-5.3(b) & Pg. <b>Error! Bookmark not defined.</b> /#6  |
| More than two (2) Security Signs in Limited Common Areas.  | Pg. 26/#5   |
| Not cleaning up after dog(s) on a daily basis. City Ordinance & WOHOA rules.                       | Pg. 16/#5 (a)   |
| Parking violations. Fine levied per day.   | Pg. 16/#7 (a), 17/ (b, c, d)  |
| Personal landscaping in Common Area.   | Pg. 26 at top of page   |
| Removal of pine needles or grass.  | Pg. <b>Error! Bookmark not defined.</b> /#5                         |
| Replacing or Moving shrubbery or Plantings, etc. in Common or Limited Common Areas & along fences. | Pg. 25, Pg. <b>Error! Bookmark not defined.</b> /#4                 |
| Statues – too many depending on size category.   | Pg. 26/#8 (c)   |
| Steppingstones, rock borders, Painted rocks, etc.  | Pg. <b>Error! Bookmark not defined.</b> /#7                         |
| Too many Containers.   | Pg. 26/#8 (e)   |
| Trellises.   | Pg. <b>Error! Bookmark not defined.</b> /(h), Cont'd from Pg. 26/#8 |
| Window Boxes.  | Pg. <b>Error! Bookmark not defined.</b> /#10                        |

Continued on next page

## WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

| Category # 2 - <b>\$100</b> per violation                                       | Page # / Item #                         |
|---|---|
| Any object affixed to exterior walls, doors or any penetration of Brick Fascia. | Pg. 16/#3 (f)                           |
| Less than 36" entrance clearance.   | Pg. 16/#3 (d) (D-5-12)<br>Pg. 26/#8 (e) |
| Non-white in windows (i.e. non-white blinds or curtains showing thru windows).  | Declarations D-5.11.A                   |
| Not maintaining personal plantings in Limited Common Area.                      | Pg. 26/#1                               |
| Storage of items on garage driveway and Limited & Common Areas.                 | Pg. 16/#3 (a)                           |

| Category # 3 - <b>\$300</b> per violation                                      | Page # / Item #                            |
|--|--|
| Current Homeowners Insurance not turned into Management Company with coverage. | Pg. 17/#11                                 |
| Dryer vent inspection & cleaning not performed.                                | Pg. 23/#8                                  |
| No attic, auctions, estate, garage or yard sales are allowed.                  | Pg. 16/#3 (b)                              |
| Non-approved AMC additions/ alterations/ removals.                             | Pg. 22 (form on Pgs. 41 & 42)              |
| Termite inspection not performed & pay for personal inspection.                |  |
| Trimming of any kind of trees in the Common and Preserve areas                 | <b>Pg. Error! Bookmark not defined./#9</b> |

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

## CLUBHOUSE & POOL RULES AND REGULATIONS

### **Purpose:**

The purpose of this document is to ensure the fair and equitable use of the facilities for all residents of the Windsor Oaks community. The clubhouse and pool are for the enjoyment of our residents, their families, and guests. Safety, health, and comfort are our primary objectives. The clubhouse and pool are the property of each homeowner

The Clubhouse and Pool Committee and Board of Directors has authority and jurisdiction over the conduct of any person or persons, and circumstances involving the facilities. However, it is the responsibility of all residents and their guests to adhere to and encourage compliance with these rules and regulations.

### **Clubhouse Rules and Regulations:**

- 1) Homeowners will be issued keys to the facilities with good faith that care, pride, and responsibility for maintaining the cleanliness and orderly condition of the clubhouse pool, and surrounding grounds will be assumed by each person. Replacement keys will be provided for a fee.
- 2) Only residents who are current in their assessment, their families, and guests, are permitted in the clubhouse and pool area. Except for Association sponsored functions, rental of the clubhouse will be necessary if a resident is having more than twelve (12) people at the clubhouse for an event. (Refer to the *Windsor Oaks Community Clubhouse Rental Policy and Procedure* for rental details.) Residents will be held responsible for the actions of their guests and will be charged for damaged property.
- 3) Except as specifically set forth below, all invited guest to the clubhouse must be accompanied by the resident. Keep invited guests to a reasonable number, so as not to interfere with the enjoyment of all residents. Due to insurance issues, only residents over twenty- one may consume alcohol at the pool or in the clubhouse. For private parties the resident shall purchase homeowner's host liquor liability insurance, to allow their guests to consume alcohol. The Clubhouse and Pool Committee and Board of Directors reserve the right to limit guests as needed. Before bringing guests, the resident should check the event book to determine the availability of the clubhouse.
- 4) The clubhouse, pool, and surrounding areas are non-smoking.
- 5) No pets other than service animals are allowed in the clubhouse.
- 6) Although the clubhouse is scheduled for routine cleaning by a professional service, anyone using the facility is responsible for leaving the clubhouse in a clean condition; refer to the cleanup check list posted in the clubhouse.
- 7) The use of exercise equipment is limited to all residents and their guests over the age of 18. Limit your workout to 30 minutes per piece of equipment when others are waiting. Wipe down machines after using them.

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- 8) Due to the close proximity of some of the homes to the clubhouse facilities, and so as not to interfere with other residents, the noise level must be kept to a minimum. All outside music must be turned off by 10PM.
- 9) No personal property may be stored in or around the clubhouse. The Windsor Oaks Homeowners Association of Mecklenburg, Inc. is not responsible for loss or damage to personal property.
- 10) The Fire Marshall sets the clubhouse occupancy limit.
- 11) When leaving the clubhouse, the person in charge of any activity is responsible for: 1) turning off all lights, fans, fireplace, and TV; 2) closing the blinds; and 3) locking all doors. For further instructions refer to the posted *Check list for Use of the Windsor Oaks Clubhouse*.

### Pool & Pool Area Rules and Regulations:

All clubhouse rules and regulations apply to the pool area. In addition, note the following:

**WARNING: THERE IS NO LIFEGUARD ON DUTY AT ANY TIME. All Persons Using the Pool and Pool Area Do So At Their Own Risk.**

- 1) Pool Season – The pool will open in May and close the end of September, at the discretion of the Clubhouse and Pool Committee and Board of Directors. The posted pool hours are 8 AM to 10 PM.
- 2) SAFETY FIRST.
  - a. No glass is allowed.
  - b. No running, pushing, wrestling, or other horseplay is permitted.
  - c. No towels or other foreign objects (paper, cans, etc.) are allowed in the pool.
  - d. No diving is allowed.
  - e. No food, drinks, gum, or smoking is allowed in the pool.
  - f. No playing with cleaning implements, equipment, filters, drain lids or other apparatus is allowed.
  - g. No furniture may be placed in the pool.
  - h. The pool and pool area must be evacuated during any electrical storm. The pool will be closed for 30 minutes after the last thunder is heard and an hour after the last lightning is seen (Board of Health Regulation).
  - i. All minors (under 18) are required to be accompanied by an adult.
  - j. Furniture must be kept 6 feet from the pool edge; no furniture is allowed on either end of the pool (Board of Health Regulation).
- 3) Health & Cleanliness must be maintained for the comfort and well-being of our residents.
  - a. The pool may not be used by any person having infectious diseases, open sores, inflamed eyes, colds, nasal or ear discharges, as well as any ailments that could adversely affect water cleanliness and/or endanger the well-being of others.
  - b. Caution needs to be taken so that children use the bathroom facilities provided in the clubhouse. Accompany young children and clean up after them.

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- c. No disposable diapers are allowed in the pool. Only swim diapers are acceptable. Please note that the Mecklenburg Health Department advises that should a “diaper accident” occur the pool must be closed for a minimum of 6 hours for cleaning, chlorination, etc.
  - d. Showering before entering the pool is strongly encouraged.
  - e. Only oil-free lotions and sunscreens are allowed in the pool. Use towels on lounges and chairs.
  - f. The pool area must be left clean and neat; dispose of all trash and recyclables in appropriate containers.
  - g. No rocks, debris, or spitting are allowed in the pool or pool area.
  - h. Bathing suits are the only acceptable attire in the pool. No cutoffs are allowed.
  - i. No wet feet, wet bathing suits, etc. are permitted in the carpeted/furnished area of the clubhouse.
  - j. No pets, other than service animals, are allowed inside the pool area, or tied to the fence.
- 4) Respect all residents by displaying appropriate conduct.
  - 5) Boisterous conduct and inappropriate language are not allowed. Keep radios and other audio equipment at a reasonable volume so as not to disturb pool users or neighbors.
  - 6) No large floats or like devices are allowed in the pool.
  - 7) Residents and guests are subject to all rules and warnings posted around the pool area.

## **Barbecue Grill Use:**

The barbecue grill may be used by all residents; however, after using it, residents must: (1) turn off the gas, and (2) clean and cover the grill after it has cooled.

## **Enforcement and Penalties:**

Residents are responsible for identifying and attempting to obtain prompt and voluntary corrective action when they see any violations of the rules and regulations. Infraction of the rules and regulations for the clubhouse and pool shall be reported to any member of the Clubhouse and Pool Committee or Board of Director for enforcement. Enforcement may include suspension of all privileges.

Anyone using the facility agrees to release, indemnify, and hold harmless the Association, including The Board of Directors, from any and all liabilities and actions whatsoever.

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

## Checklist for Use of Windsor Oaks Clubhouse

- Refrigerator and freezer must be cleaned out after each event. Anything left in the refrigerator will be disposed of.
- Set thermostat for heat in winter at 68 degrees and set A/C at 80 degrees in summer.
- Leave window blinds slightly slanted upward allowing a little light, but not so much that a person could see in.
- Turn off all lights, fans, TV, and fireplace.
- Check bathrooms for cleanliness, and empty wastebaskets.
- Vacuum carpets and mop tile floors.
- Put chairs and tables away. When stored in the exercise room they should lean against the chair-rails, not the walls. No tables or chairs are to be stored in the library.
- Remove all garbage from inside the building. Separate recyclables.
- Do not donate any chairs, dishes, glassware, decorations, etc. to the Clubhouse without Clubhouse Committee permission.
- The Clubhouse Committee will make the final decisions on what can be stored at the Clubhouse.
- Alert the Clubhouse Committee when you find anything broken at the Clubhouse or Pool.

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

## Clubhouse Rental Policy and Procedures

### **PURPOSE:**

The purpose of this document is to ensure the fair and equitable use of the facilities for all residents of the community. The Windsor Oaks Clubhouse and Pool Committee (the "Committee") is responsible for enforcing the policies, procedures, and necessary forms for use of the facilities by residents for private events, and for regular use of the facilities.

### **POLICY:**

The clubhouse and pool is for the enjoyment of the residents of Windsor Oaks only and may not be used for business or commercial purposes. The clubhouse facilities (excluding exercise room, pool and library) may be rented for private events hosted by residents of the Windsor Oaks community. At all times the exercise room and library are available to Windsor Oaks residents, (including during events).

The residents must be current in their assessments before they may rent the clubhouse for a private event and must have appropriate homeowner's insurance.

The pool is always for use by the residents and cannot be rented. Those attending a private event in the clubhouse may not use the pool and pool area in conjunction with the event. This includes the Barbecue grill and patio furniture. Parking is limited to 5 spaces between Mother's Day and September 30.

Reservations should be made at least two (2) weeks in advance. All forms are to be completed and money for both the rental fee and security deposit received by the Clubhouse Committee Chairperson at least one (1) week prior to the event to finalize a reservation.

**Note:** Rental documents must include a "Certificate of Liability Insurance" for the resident sponsoring the event. It is the responsibility of the proposed renter to contact their insurance agent and have a "Certificate of Liability Insurance" mailed directly from the agent to the Clubhouse Committee Chairperson at 8840 Grand Oak Dr, Charlotte NC 28277. The "Certificate of Liability Insurance" must be dated within ten (10) days prior to the proposed rental date. ***A copy of your Homeowners Insurance Declaration page will not be accepted.***

The Committee reserves the right to grant or deny rental of the clubhouse. It is the responsibility of the resident to provide forms in a timely manner as stated above. Failure to do so may result in termination of the reservation by the committee.

All clubhouse rentals are limited to the hours of 8:00 a.m. to 12:00 midnight, the day of the event. Maximum attendance is seventy-five (75) people. The resident is responsible for placing a sign on the front door of the clubhouse, notifying the community of the private event. The resident must be present for the duration of any event. The clubhouse is a non-smoking facility.

The resident is responsible for cleaning the clubhouse immediately after any event. Any decorations used during the event must be removed and any damages repaired by the resident.

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

The double doors to the pool must be kept closed except for emergency purposes only and windows must not be opened.

RENTAL FEE and SECURITY DEPOSIT: Contact Clubhouse Committee Chairperson for current amounts.

## **Refund of Security Deposit:**

The security deposit is refundable upon confirmation by a Committee member that the facility is left clean and in good condition after the event. Costs incurred in cleaning or repairing the facility will be deducted from the deposit. The renter of the facility is responsible for all costs incurred in repairing any damage of the facility back to the condition found prior to the event. The deposit may also be forfeited for improper use of the clubhouse and/or pool or any violation of the rental policies.

## **PROCEDURES FOR RESERVING AND RENTING THE CLUBHOUSE:**

- 1) Contact the Clubhouse Committee Chairperson to schedule a reservation for the clubhouse. Forms and rules will be provided.
- 2) Complete the clubhouse rental forms and deliver them to the Clubhouse Committee Chairperson as instructed. Make checks payable to the ***Windsor Oaks Homeowners Association***.
- 3) Upon receiving the appropriate documents to make a reservation, (including proof of liability insurance), the Clubhouse Committee Chairperson will confirm the reservation.
- 4) While holding the event, place a sign on the front door indicating that a private event is in progress in the clubhouse. However, residents may use the Library and Exercise Room.
- 5) After the event, clean the clubhouse and leave it in the same or better condition than you found it. Leave a completed copy of the cleanup checklist on the kitchen counter.
- 6) After the event: a) turn off the lights, fans, TV, and fireplace; b) adjust blinds according to check list; and c) lock the outside clubhouse doors.
- 7) After the event a committee member will inspect the facility within 24 hours. After a satisfactory inspection is completed, the security deposit will be returned. However, if the facility is not left in a satisfactory condition, it will be cleaned by a professional cleaning service and/or repairs will be done at the renter's expense (including any cost above and beyond the security deposit). Additional fee(s) may be levied if any breach of the rules and regulations or the policy and procedures has occurred. Further, the resident may be subject to denial of future rentals.

## **NOTES REGARDING THE "CERTIFICATE OF LIABILITY INSURANCE":**

The residents who are renting should contact their insurance agent and request a "Certificate of Liability Insurance". Most insurance companies will provide this on a standard form, for example the "Acord-25" form. **\*\*\*Note: If alcohol will be served at an event the renter must also get "Homeowner's Host Liquor Liability Insurance" from the renter's insurance company.**

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

The "Certificate of Liability Insurance" must be mailed directly from the insurance agency to the Clubhouse Committee Chairperson at 8840 Grand Oak Dr, Charlotte NC 28277 and must be dated within ten (10) days prior to the proposed rental event.

**A copy of your "Homeowner's Policy" WILL NOT BE ACCEPTED as proof of liability insurance.**

The "Certificate of Liability Insurance" should identify the renter of the clubhouse as the "Insured", and the "Certificate Holder" as:

***Windsor Oaks Homeowner's Association of Mecklenburg, Inc.***

***Re: Rental of Windsor Oaks Clubhouse***

***8840 Grand Oak Drive***

***Charlotte, NC 28277***

**The Rental package will include:**

- 1) Clubhouse Rental Policy and Procedures (Pages 35-37)
- 2) Clubhouse Rental Agreement (Pages 47-48)
- 3) Residents Rental Cleanup Checklist (Page 49)

**Residents must sign that they have read and have a copy of the Clubhouse & Pool Rules and Regulations**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

## CONDOMINIUM LEASE/RENTAL RULES AND REGULATIONS

### Purpose:

The purpose of this document is to explain the Windsor Oaks (WO) General Rules and Regulations governing renting and leasing WO condominium units. The intent is to foster compliance with these requirements so as to keep the WO neighborhood safe, clean, and maintainable.

### Governing Documents:

The primary document that specifically addresses WO rentals is the 2006 Amendment to the Declaration. The Amendment completely replaced the Declaration's Article V, Section 5.6, covering leasing and renting units. The amended Declaration, the Bylaws and additional WO rules and regulations apply to people who rent or lease units.

### Definitions:

Incorporated by reference are words/terms and their definitions in the related document, "Overview Of Rules And Regulations". In addition:

"Leases" or "Rental Agreements": means regular, exclusive occupancy of a unit by any person other than the unit owner, for which the unit owner receives any consideration or benefit (including, but not limited to, a fee, service, or gratuity).

"We": means members of the WO Board.

"You": means the reader, as condominium "unit owner", or "renter", as specified below.

### Roles and Responsibilities:

The Board is responsible for managing and enforcing WO Rental/Leasing Rules and Regulations.

Unit Owners and persons who rent or lease WO condominium units are responsible for being aware of, and complying with, WO rules and regulations.

If you rent a WO unit you are allowed to: (1) participate in WO social activities; (2) use community facilities such as the clubhouse and pool; and (3) attend and participate in open meetings of the Board and committees. You may not be: (1) a member of the Board (BL-3.4) or the Board's Executive Committee (BL-3.8) or (2) an officer of the Condominium (BL-5.2). Moreover, with one exception, you may not vote at Unit Owner meetings – the exception is when a Unit Owner has designated you in writing as his/her proxy (BL-2.7 and BL-2.9). [Note that being a renter does not automatically make someone a Unit Owner's proxy.]

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

## Rental/Leasing Rules and Regulations:

What follows has been extracted from: (1) the Declaration as amended in 2006 -- re-phrased here for ease of understanding; and (2) Board established supplemental rules and regulations. Where the amended Declaration is the source document, we have included a reference to the relevant paragraph number – for example, “(D-5.6)”. We encourage you to refer to the exact language in source documents when considering rules and regulations in the context of legal proceedings.

- 1) **Maximum Number of Rentals in WO Community.** No more than ten (10) percent (15 units) of WO units may be leased at any time. The Board has explicit authority to enforce this limit. (D-5.6, as amended)
- 2) **Units Pre-Designated for Rentals:** The Board has authority to issue rules and regulations that designate particular WO units for renting or leasing. The Board is also authorized to change such unit designations from time to time, at the Board’s discretion. (D-5.6, as amended).
- 3) **Rental Requires Board Preapproval.** You, as unit owner, must obtain the Board’s approval before you are allowed to rent or lease your unit. Among other things, this provision helps the Board keep the number of units rented within the ten percent limit (D-5.6, as amended). Here’s the process (D-5.6, as amended):
  - a) First, the Declaration requires you to send the Board a written application for unit rental at least thirty (30) days before the lease’s effective date. We encourage you to meet this time frame whenever possible; however, we recognize the difficulty of doing so. Therefore, pending revision of the Declaration, the Board will accept applications submitted within ten (10) days before the lease’s effective date. Attached is the application form. You must include with the application a non-refundable fee of \$100, and a copy of the proposed lease. Acceptance of the fee does not in any way constitute approval of the leasing.
  - b) Second, the unit owner and lessee will meet with the Board before the Board issues its written approval or disapproval of the lease application.
  - c) Third, the Board will answer your complete application within thirty (30) days of receiving it.
  - d) Finally, after the Board has approved the rental agreement, the lessee may move into or take possession of the unit.
- 4) **Limits on Who May Rent A Unit.**
  - a) No unit may be leased to a corporation, company, partnership or corporate trust.
  - b) No unit shall be leased, or made available, to group lessees.
- 5) **Duration of Rental.** A unit may be leased for not less than a 12-month term. A longterm lease is permitted (for example in multiples of 12 months). A unit may be leased only once in a 12-month period.

## **WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.**

- 6) Renewals Require Board Preapproval. You, as unit owner, must obtain Board approval before you renew a rental. This requirement, like the one described above, is also intended to keep the number of rented units within the allowed maximum (D-5.6, as amended). Follow the process outlined in paragraph 3.
- 7) Subletting. No lessee shall sublet a unit.
- 8) Compliance with WO Rules and Regulations. (D-5.6, as amended)
  - a) You, as unit owner, must include in the lease or rental agreement, a provision that the lessee must comply with all of the following: (1) the Declaration, as amended (2) the Declaration's Bylaws and (3) WO rules and regulations issued under the Declaration and Bylaws. (You must furnish to the lessee a copy of these documents.) In addition, the lease provision must state that if the lessee violates these rules and regulations the lease term may be terminated, and the lessee may be evicted.
  - b) A copy of all the documents listed in paragraph (a) above must be retained in the rented/leased unit.
  - c) You, as unit renter or lessee, must comply with requirements in the above WO documents.
  - d) A renter's failure to comply with the above WO documents is considered a lease/rental agreement default. In such cases, the Association (in addition to other remedies) may require the unit owner to promptly evict all rental occupants.
- 9) Damages and Losses. You, as a unit owner, are responsible, and will be assessed, for: (a) all losses and damages caused by the lessee to condominium property; and (b) all associated legal and other costs.
- 10) Monthly Homeowner Fees or Assessments. In no event shall any lease or rental agreement relieve a unit owner from the obligation to pay monthly homeowner fees or assessments regardless of whether the obligation to pay such fees and assessments has been assumed by the tenant in the lease or rental agreement.
- 11) Owners Use of WO Common Areas or Facilities During Lease Term. You, as a unit owner who rents or leases a unit, shall not be entitled to use any Windsor Oaks common area or facility during the period the unit is occupied by a lessee. Lessees are allowed to use the pool and clubhouse in accordance with pool and clubhouse rules and regulations.

**The "APPLICATION FOR LEASE/RENTAL" form can be found on pages 45 and 46**

**WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.**  
**Application for Approval of Any Exterior Modification**

**PAGE 1 OF 2**

Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address, if different: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ Mobile \_\_\_\_\_ (e-mail) \_\_\_\_\_

***I request design approval and permission for the following replacement or alteration to the above unit.***

**Front Door Paint selection:**

**Use Addendum A5 to get the Code and Name of the color you want to use.**

**Sherwin Williams Code: \_\_\_\_\_ Name: \_\_\_\_\_**

**Replacement of Standard Item:**

Door: Entry \_\_\_\_ Garage \_\_\_\_ Including Hardware? Yes \_\_\_\_ No \_\_\_\_

Window \_\_\_\_ Screen \_\_\_\_ Both \_\_\_\_

Outdoor Electrical: Light Fixture \_\_\_\_ Outlet \_\_\_\_ Security \_\_\_\_

Outdoor Water Spigot: \_\_\_\_ Mailbox: \_\_\_\_

Describe the work to be done, including specifications (size, color, material, capacity, etc.) of the replacement item, and the name of the contractor performing the work.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Starting Date \_\_\_\_\_ Estimated Completion Date \_\_\_\_\_

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**Installation of Board Approved Optional Item:**

Type of Modification:

Tinted Windows \_\_\_\_ Solar Tube Light \_\_\_\_ Glass Storm Door \_\_\_\_ Motion Light \_\_\_\_

For Sale/For Rent Signs \_\_\_\_ Security \_\_\_\_

**Installation prior to proper approval will subject the owner to penalty and/or fine.** Requests for multiple changes should be submitted separately. \_\_\_\_\_ Initials

**WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.**

**Application for Approval of Any Exterior Modification**

**PAGE 2 OF 2**

After approval of this request for modification of common property I agree to accept all responsibility for this modification. I agree to maintain, where appropriate, and repair any damage caused to the common property or to the property of a neighbor to the satisfaction of the Board of Directors. Upon transfer of ownership of my property the responsibility for the modification will be transferred and accepted by the new owners (as ownership moves with the property) or removed and returned to the original state.

\_\_\_\_\_ (Owner's signature)

Date \_\_\_\_\_

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**To Be Completed by AMC Chairperson**

Approved \_\_\_\_\_ ;

Approved, with conditions (See comments) \_\_\_\_\_;

Not Approved \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_, AMC Chairperson

Date \_\_\_\_\_

**PROVIDE TWO (2) COMPLETED APPLICATIONS TO THE CURRENT AMC CHAIRPERSON**

**WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.**  
**Application for Permission to Alter or Plant Items in the Limited Common Area**  
**PAGE 1 OF 2**

**Owners Name:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**Mailing Address if different:** \_\_\_\_\_

**Phone: (H)** \_\_\_\_\_ **Mobile:** \_\_\_\_\_ **(e-mail)** \_\_\_\_\_  
\_\_\_\_\_

I request permission to add \_\_\_\_\_ additional tree(s), shrub(s) permitted in Windsor Oaks (at my cost) to be purchased and installed upon approval from the Landscape Committee.

**Describe the item(s) requesting and where to be planted or item requesting to be removed**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand once the item(s) are planted they become the property of the Association to maintain and should they die, after the guarantee expires, the Association is under no obligation to replace.

**Estimated Starting Date:** \_\_\_\_\_ **Estimated Completion Date:** \_\_\_\_\_

**Installation prior to proper approval will subject the owner to penalty and/or fine.**

\_\_\_\_\_ **(Owner or Owners Signature(s))**

\_\_\_\_\_ **(Owner or Owners Signature(s))**

**Date:** \_\_\_\_\_

**WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.**  
**Application for Permission to Alter or Plant Items in the Common or Limited Common**  
**Areas**

**PAGE 2 OF 2**

**To be completed by Landscape Chairperson**

**Approved: \_\_\_\_\_**

**Approved with conditions: (see comments)**

**Not Approved: \_\_\_\_\_; (see comments)**

**COMMENTS:**

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**Signed: \_\_\_\_\_, Landscape Chairperson**

**Date: \_\_\_\_\_**

**PROVIDE TWO (2) COMPLETED APPLICATIONS TO THE CURRENT LANDSCAPE CHAIRPERSON**

**WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.  
APPLICATION FOR LEASE/RENTAL**

**PAGE 1 OF 2**

(To Be Completed By Prospective Lessee and Owner)

PRESENT OWNER'S NAME: \_\_\_\_\_  
ADDRESS OF LEASE/RENTAL UNIT: \_\_\_\_\_  
\_\_\_\_\_

NAME OF AGENT HANDLING LEASE/RENTAL (IF APPLICABLE):

NAME: \_\_\_\_\_ PHONE No.: \_\_\_\_\_

COMPANY: \_\_\_\_\_

-----  
LESSEE(S) NAME: \_\_\_\_\_ PHONE No.: \_\_\_\_\_

LEASE TERM: from \_\_\_\_\_ to \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

VEHICLE (1) MAKE: \_\_\_\_\_ LICENSE TAG: \_\_\_\_\_ STATE \_\_\_\_\_

VEHICLE (2) MAKE: \_\_\_\_\_ LICENSE TAG: \_\_\_\_\_ STATE \_\_\_\_\_

CO-APPLICANT NAME: \_\_\_\_\_

NUMBER OF ADULT OCCUPANTS: \_\_\_\_\_ NUMBER OF CHILDREN: \_\_\_\_\_

OTHER PERSONS WHO WILL OCCUPY THE UNIT WITH YOU:

[TOTAL NUMBER OF OCCUPANTS PER UNIT IS SIX (6)]

NAME: \_\_\_\_\_ RELATION: \_\_\_\_\_

NAME: \_\_\_\_\_ RELATION: \_\_\_\_\_

NAME: \_\_\_\_\_ RELATION: \_\_\_\_\_

NAME: \_\_\_\_\_ RELATION: \_\_\_\_\_

**WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.**  
**APPLICATION FOR LEASE/RENTAL (continued)**  
**PROOF OF RECEIPT OF DOCUMENTS**

**PAGE 2 OF 2**

(To Be Completed and Signed By Prospective Lessee and Owner)

***I / WE, THE UNDERSIGNED, ACKNOWLEDGE THAT I / WE HAVE RECEIVED AND READ THE RULES AND REGULATIONS OF WINDSOR OAKS, AND WILL ADHERE TO SAME.***

(Lease / Rental Agreement must include statement of Lessee / Renter adherence to Windsor Oaks Rules and Regulations)

LESSEE NAME: \_\_\_\_\_

LESSEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CO- LESSEE NAME: \_\_\_\_\_

CO- LESSEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS OF UNIT BEING LEASED: \_\_\_\_\_  
\_\_\_\_\_

UNIT OWNER'S NAME: \_\_\_\_\_

UNIT OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CURRENT ADDRESS OF OWNER: \_\_\_\_\_  
\_\_\_\_\_

CURRENT TELEPHONE NUMBER OF UNIT OWNER: \_\_\_\_\_

E-MAIL ADDRESS OF UNIT OWNER: \_\_\_\_\_

**WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.**  
**Clubhouse Rental Agreement**  
**PAGE 1 OF 2**

Name of Resident(s): \_\_\_\_\_

Resident Address: \_\_\_\_\_

Resident Phone Number: Home: \_\_\_\_\_ Work: \_\_\_\_\_

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Rental Date Requested: \_\_\_\_\_ From: \_\_\_\_\_ am/pm To: \_\_\_\_\_ am/pm

Number of Adults: \_\_\_\_\_ Minors (under 18): \_\_\_\_\_ Total: \_\_\_\_\_

Rental Fee Submitted: \$ \_\_\_\_\_ Refundable Security Deposit Submitted: \$ \_\_\_\_\_

I hereby release the Association from any and all liability surrounding the use of these facilities during this event. Use of the pool facility, exercise room and library are not included in the rental.

I have arranged for a completed Certificate of Liability Insurance (such as Acord-25) to be sent to, and indemnify, The Windsor Oaks Homeowner's Association of Mecklenburg, Inc. (Initials) \_\_\_\_\_

No alcohol will be served at this event. (Initials) \_\_\_\_\_

OR

Alcohol may be served and I have the necessary Homeowner's Host Liquor Liability Insurance, and will supply proof of same. (Initials) \_\_\_\_\_

Rental resident(s) shall keep the volume of any radio, stereo, sound system, television, or musical instruments sufficiently reduced at all times so as not to disturb other residents in the area. (Initials) \_\_\_\_\_

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Resident(s) acknowledges that the use of the facility is purely for the pleasure of the resident(s) and their guests. Resident(s) further acknowledges that neither the management company nor Windsor Oaks Homeowner Association of Mecklenburg, Inc. (the "Association") have any liability for the actions or inactions of the resident(s) and their guests and invitees, or for any injury, damage, or loss any person may sustain while using the facilities, or in connection with or as a result of any activity including consumption of alcohol or other intoxicating substances, engaged in by any person using the facility. Residents(s) on behalf of themselves, their successors and assigns, and on behalf on their guests and invitees, their heirs, and successors hereby releases the management company, the Association, and the respective officers, directors, shareholders, agents, members, successors, and assigns of and from any claims which Resident(s), their guests and invitees, now have or may hereafter have which

**WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.**  
**Clubhouse Rental Agreement**  
**PAGE 2 OF 2**

are related in any way to any loss, damage, or injury that may be sustained in connection with the use of the facilities, or as a result of activity, including consumption of alcohol or other intoxicating substance engaged in while using the facilities.

Resident(s) on behalf of themselves, their heirs, successors and assigns, agrees to indemnify, defend and hold harmless the management company and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising from the use of the facilities, including the buildings and sidewalks adjoining same, by the Resident(s) guests and invitees, or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any such person while using such facilities. In the event any action or proceeding is brought against the management company or the Association, their respective officers, directors, shareholders, agents' members, successors, or assigns by reason of such claim, Homeowner(s) covenants and agrees to pay all costs of defense of such action or proceeding by counsel satisfactory to the management company and the Association.

The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and Resident(s) failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist Resident(s) in fulfilling such obligations shall not relieve Resident(s) of the indemnifications and defense obligations forth herein.

The undersigned have read and are familiar with the Windsor Oaks Homeowner Association Of Mecklenburg, Inc., Rental Policy and Procedure, and have read and are familiar with the provisions of this agreement and the Rules and Regulations of the facilities, and agree to comply with same.

\_\_\_\_\_  
Resident/Homeowner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident/Homeowner Signature

\_\_\_\_\_  
Date

**WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.**  
**RESIDENT'S CLUBHOUSE RENTAL CLEANUP CHECKLIST**  
**PAGE 1 OF 1**

Date of event: \_\_\_\_\_

Resident(s) hosting the event: \_\_\_\_\_

Condition of Clubhouse prior to event: Clean: \_\_\_\_\_ No Damage \_\_\_\_\_

Inspecting Committee Member: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Problems Found, if any: \_\_\_\_\_

**CONDITIONS TO BE MET BY RESIDENT. COMPLETE CHECKLIST FOR EACH ITEM:**

\_\_\_\_\_ Keep music volume reasonable. Any loud music after 11:00 p.m. may cause loss of security deposit.

\_\_\_\_\_ Place all trash in garbage bags, and place in outside trash containers and separate all recyclables. Includes cleaning up of parking lot and sidewalks.

\_\_\_\_\_ Remove all food brought in for the event from the refrigerator, cupboards, microwave and sink.

\_\_\_\_\_ Clean all countertops, tables, refrigerator, sinks and microwave, and other surfaces including cabinets.

\_\_\_\_\_ Vacuum carpets and mop tile floors, including bathrooms.

\_\_\_\_\_ Return all furniture back in its place.

\_\_\_\_\_ Return thermostat to "Heat @ 68 degrees" in winter, and "Cool @ 80 degrees" in summer.

\_\_\_\_\_ Turn off interior and exterior lights (except the front timer light).

\_\_\_\_\_ Make sure all windows and doors (including deadbolts) are locked and leave window blinds slightly slanted upward allowing a little light, but not so much as that a person could see in.

\_\_\_\_\_ Report any damage within 24 hours to the Clubhouse Committee's rental person.

\_\_\_\_\_ **LEAVE THIS COMPLETED CHECKLIST ON THE KITCHEN COUNTER AFTER EVENT.**

**TO BE COMPLETED BY COMMITTEE MEMBER INSPECTING THE CLUBHOUSE:**

Inspecting Committee Member: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Inspector's comments, if any: \_\_\_\_\_

Condition of Clubhouse after the event: Clean: \_\_\_\_\_ No Damage: \_\_\_\_\_

Problems found, if any, after event: \_\_\_\_\_

**RETURN THIS FORM TO CLUBHOUSE COMMITTEE'S RENTAL PERSON FOR RETURN OF SECURITY DEPOSIT.**

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

## Addendum A1

### From Home Depot

Search Results for outside light fixture at The Home Depot

Hampton Bay Twin Pack 1-Light Weathered Bronze Outdoor Wall Lantern Sconce-7072-2RT - The Home Depot

Home / Lighting / Outdoor Lighting / Outdoor Wall Lighting / Outdoor Sconces

Internet #204409900 Model #7072-2RT Store SKU #1000014557

Hampton Bay

Twin Pack 1-Light Weathered Bronze Outdoor Wall Lantern Sconce

★★★★★ (990) Questions & Answers (122)

5805

\$59.97

- Pack of (2) 15.4 inch tall exterior wall lights with clear glass
- Each fixture uses (1) 100W E26 incandescent or LED light bulb
- Weather resistant design will withstand the outdoor elements
- See More Details

Pineville Store

4 in stock Aisle BW, Bay 029 Text to Me

How to Get It Delivering to: 28134 | Change

|  |  |   |
|--|--|---|
| <b>Store Pickup</b><br>Pickup Today<br><b>FREE</b> | <b>Ship to Home</b><br>Not available for this item | <b>Scheduled Delivery</b><br>As soon as Tomorrow<br><b>\$8.99</b> |
|--|--|---|

4 in stock at Pineville Curbside pickup available. Check Nearby Stores

**PRO** Get Referred To A Local Pro What to Expect ⓘ  
 Add Pro Referral

**Protect This Item** Learn more ⓘ  
Select a Home Depot Protection Plan by Allstate for:  
 2 Year / \$12.00



Hover Image to Zoom

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

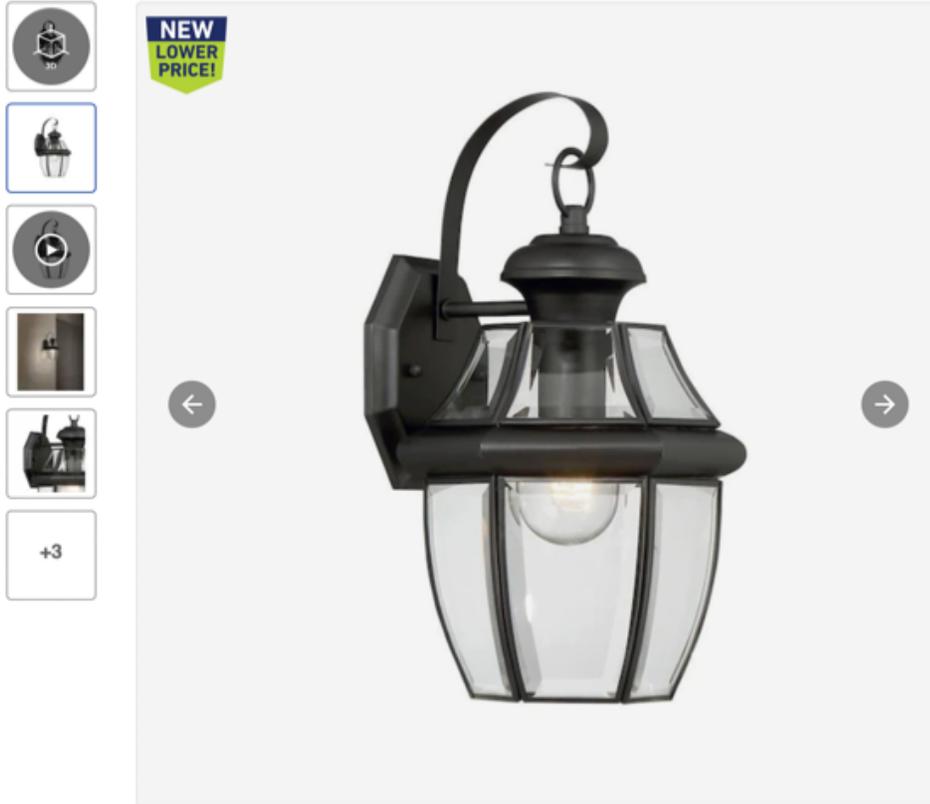
## Addendum A2

### From Lowe's

#### allen + roth Brayden 1-Light 13.62-in Matte Black Outdoor Wall Light

Item #338653 Model #KDN1691A

Shop allen + roth 24



**\$59.98** ~~\$64.98~~ **Save \$5.00**

**\$56.98** when you choose 5% se  
[Learn how](#)

- Mystic black finish outdoor wall light f elegant look for enhanced curb appe
- Clear beveled glass panels allow ligh surrounding area
- Complete your outdoor lighting with tl

**Professional Installation**  
We've got you covered

—  +

**Free Store & Curbside Pi**  
Ready within 3 hours | 15 m  
Aisle 4 | Bay 14

**Free Delivery**  
Get it by **Wed, Oct 12**

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

## Addendum A3

### With Retractable screen

Item #585253 Model #14604032

Shop LARSON ★★★★★ 2733

- 
- 
- 
- 
- 
- +18



♥ **\$364.00**

**\$345.80** when you choose 5% savings on eligible purchases every day. [Learn how](#)

#### Shop the Set

- Retractable Screen Away® design cc screen in the top of the door when closed
- The QuickFit™ handle set with built-in screen
- The EasyHang® installation system r and installs with only a few tools

Manufacturer Color/Finish: White



✓ [Show 3 More](#)

Common Size (W x H): 36-in x 81-in

**36-in x 81-in** 36-in x 96-in

✓ [Show 2 More](#)

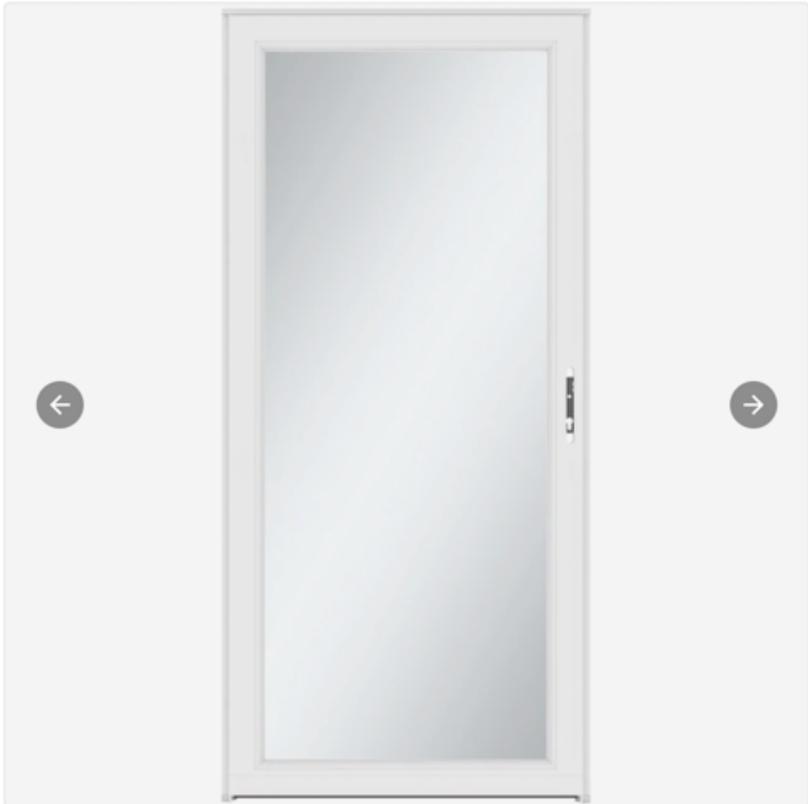
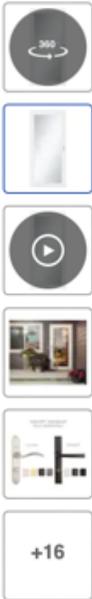
WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

Addendum A4

Without retractable screen

Item #790018 Model #14904033

Shop LARSON ★★★★★ 1178



♥ \$295.00

\$280.25 when you choose 5% s  
[Learn how](#)

- Interchangeable screen included for s
- The QuickFit™ handle set with built-i
- by choosing the style and finish of the
- The EasyHang® installation system r
- and installs with only a few tools

Manufacturer Color/Finish: White



Common Size (W x H): 30-in x 81-in

30-in x 81-in 32-in x 81-in

▼ Show 1 More

Glass Insulation: Tempered

Tempered

**WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.**

**Addendum A5**

**Front Door Paint Colors**

These paint colors are available from Sherwin Williams. You can see the color samples at the clubhouse or at the store.

**Sherwin Williams**

| <b>Code</b> | <b>Name</b>                                       |
|-------------|---|
| SW 2841     | Weathered Shingle                                 |
| SW 2802     | Rookwood Red                                      |
| SW 2837     | Aurora Brown                                      |
| SW 2848     | Roycroft Pewter (Arts & Crafts)                   |
| SW 2846     | Roycroft Bronze Green                             |
| SW 6992     | Inkwell   |
| SW 2847     | Roycroft Bottle Green (this is our current color) |
| SW 7757     | High Reflective White                             |