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I. SUMMARY OF MAJOR CHANGES

The following verbiage has been added to this document:

II. PURPOSE AND POLICY

The Architectural Review Committee's (ARC's) primary purpose is to preserve and maintain aesthetic harmony and balance in the residential structures and landscaping of Wesley Manor to ensure and enhance the property values and natural beauty of the development.

It is the objective of the Architectural Review Committee to maintain consistent standards while remaining flexible and open-minded to changes in our community and our lifestyles. This standard is intended to be a dynamic document that allows for individual creativity of design, with each request being reviewed on its own merits. The aesthetics of the modification will be a primary consideration of the committee.

The board of Directors of the Association shall appoint no less than three (3) members of the committee to carry out the functions set forth in Article VII of the Declaration of Covenants. The committee meets by request or as needed to meet community needs. Its primary purpose during the meeting is to review all architectural requests received from within the Wesley Manor community. The committee also attends to other relevant business, such as revising this document. Homeowners can meet with the committee upon prior written request (email accepted).

III. RESPONSIBILITIES

THESE ARE THE RESPONSIBILITIES OF ALL PARTIES AS THEY RELATE TO THE ARCHITECTURAL CONTROL STANDARDS AND CONSTRUCTION SPECIFICATIONS.

Board of Directors

The Board of Directors is responsible for final interpretations of the Declaration of Covenants. At the request of the Committee Chair, the Board of Directors will also be responsible for breaking a tie in the event the Committee is unable to render a unified decision.

Architectural Review Committee

The Architectural Review Committee is responsible for reviewing architectural requests and providing an approval or disapproval to the homeowner. It is also the responsibility of the ARC to modify existing standards and regulations and establish new ones as necessary. The sitting ARC members shall use previously approved submission documentation for research and decision making on newly submitted requests for like items.

Homeowners

Each homeowner has the responsibility to properly complete and submit an architectural request to the Wesley Manor Owner's Association in accordance with the requirements set forth herein. Each homeowner is also responsible for adherence to the policies, standards and control measures established by the committee or the Declaration of Covenants. Homeowners should also report any problems or violations to the Wesley Manor Owner's Association Board of Directors.

IV. GUIDELINES

It is the interpretation of the Wesley Manor Owner's Association Board of Directors and the Architectural Review Committee that the provisions of Wesley Manor apply to a wide variety of aesthetic considerations in the community. Every attempt has been made to include in the publication those considerations which have the potential to impact property values. Absence of a specific consideration from this document does not negate its regulation. Suggestions for improvements of this document should be submitted to the ARC.

The following are examples of the current standards, regulations and types of changes, additions or deletions that would either (1) require submittal of an architectural request, (2) not require submittal or (3) are prohibited.

****NOTE**** This list is not all inclusive.

While every effort has been made to identify all aspects of change, homeowners who have doubts as to whether his/her situation is adequately addressed should contact any member of the Board of Directors or ARC for guidance. Additional rules and standards or modifications of existing ones will be distributed for inclusion in this publication as revised text or annexes.

****NOTE**** It must be recognized that the submittal/approval process is administered by volunteers on their own time (nights and weekends) and is inherently lengthy. Requests are reviewed on an as needed basis. Upon submission to the ARC, please allow up to two (2) weeks for a decision (unless there are extenuating circumstances, i.e. vacation, follow up questions). It is imperative that each homeowner **plan in advance** and allow for the processing time.

Throughout this document the term “changes” shall include additions and deletions.

A. Specific changes which **do not** require submittal (but are not limited to):

- a. Flower boxes which are within the same color scheme of the house or neighborhood
- b. Minor landscaping (i.e. flowers, shrubs, mulch, pine straw, grass, non-invasive trees/plants)
- c. Non-permanent children's play equipment (must be screened from street view)
- d. Periodic repainting and restaining with same color scheme of the house or neighborhood
- e. Portable pools usable only by small children or pets (should be kept indoors, in the garage or backyard when not in use)
- f. Removal of dead trees
- g. Gardens/Wooden garden fences
- h. Storm doors (must be same color scheme of the house or neighborhood)
- i. Arbors or movable non-permanent items of landscaping not to exceed three (3) feet in height above the ground
- j. Any landscaping (i.e retaining walls, rock features, patios, fire pits/fireplaces, lighting NOT exceeding three (3) feet in height above the ground)
- k. Driveway culvert walls (Highest point to be flush with the driveway. Materials to be same or similar to materials on house (i.e. brick or stone))
- l. Awnings not visible from the street (back of house)

B. Specific changes which require submittal (but are not limited to):

- a. Changes to the exterior of the home
 - i. Addition of:
 1. Awnings visible from the street (front and side of house)

- ii. Appearance of:
 - 1. Color (if not the same or similar to house or other houses in the neighborhood).
 - 2. Materials (such as siding)
- b. Other exterior changes:
 - i. Buildings (must be the same or similar to the color and style of house)
 - ii. Decks, screen porches, sunrooms
 - iii. Driveway extensions and parking pads (refer to Section J of this Standard)
 - iv. Perimeter Fences
 - v. Any landscaping (i.e retaining walls, rock features, patios, fire pits/fireplaces, lighting exceeding three (3) feet in height above the ground)
 - vi. Signs (see Article V, Section C within this document for specifics)
 - vii. Permanent structures exceeding three (3) feet in height above the ground
 - viii. Swimming pools and hot tubs
 - ix. Decorative lawn ornaments
- C. Specific changes which are **prohibited** (but are not limited to):
 - a. Wooden perimeter fences
 - b. Commercial advertising signs
 - c. Encroachment on other properties
 - d. Invasive trees/plants
 - e. Metal storage sheds
 - f. Above-ground pools
 - g. Unclean, unsightly, unkempt, unhealthy or unsafe conditions which tend to substantially decrease beauty or safety, such as trash, unused landscaping materials and empty boxes or containers

V. STANDARDS AND SPECIFICATIONS

The specifications/details listed below apply to both items requiring submittal and not requiring submittal and are those that have been identified by the committee and/or the Board of Directors as requiring a specification. For items detailed below, while not requiring submittal, the expectation is that this minimum detail will be met.

A. Animals

- a. No animals of any kind shall be raised, bred or kept on any lot that is kept, bred or maintained for commercial purposes. Refer to Article VIII, Section 8.8 for further details.
 - i. Dogs, cats or other household pets must be kept within the confines of the owner's lot except when being held on hand leash.
 - ii. Solid waste should be picked up from private or common areas immediately.

B. Temporary Structures

- a. No structure of a temporary nature shall be erected or allowed to remain on any lot unless and until permission for the same has been granted by the committee.

C. Signs and Ornaments

- a. Real estate signs of not more than 5 square feet do not require submittal but must be placed on the plot of land. No real estate signs are allowed in common areas.
- b. Garage/yard sale signs do not require submittal but must be removed no later than one day after the sale.
- c. Political campaign signs do not require approval but must be removed no later than one week after election day.
- d. Commercial advertising signs are prohibited.
- e. Alarm company signs or other community/home protection signs may be placed in front of the home (i.e. attached to a short support to be inserted in the lawn).
- f. Address signs not to exceed two (2) feet in height from the ground.
- g. Seasonal decorations do not require submittal but must be removed no later than one month after the holiday.

D. Tree Protection

- a. Refer to Granville County's requirements.

E. Trash and Vegetation

- a. No trash will be kept on any lot except in sanitary containers.
- b. Trash receptacles must be stored on the side or rear of the home, in the garage or otherwise screened from street view.
- c. No weeds, rubbish or debris will be permitted to accumulate on any lot which would render it unsanitary or offensive to its neighbors.
- d. Grass and landscaping will be maintained to appear neat and attractive.
- e. Dead trees or shrubs should be promptly removed.

F. Accessory Structures

- a. No metal carports or freestanding metal garage or utility building will be erected on any lot.
- b. The siding and trim paint for any accessory structure must be the same as the siding and trim color on the home.
- c. If the residence is all brick, the exterior color of the siding on the accessory structure must be submitted.

G. Additions

- a. Any additions or substantial alterations to improvements, including alteration to the exterior of residential improvements and garages must first be submitted for approval prior to the start of construction.

H. Parking**a. Passenger Vehicles**

- i. No vehicle may be left upon any portion of the property except upon a driveway, a designated parking space or within a garage.

b. Other Vehicles

- i. No unlicensed vehicles may be left on any lot.

I. Driveways and Parking Pads

- a. All driveways or parking pads to the front or side plane of the house shall be constructed of concrete and must be submitted for approval prior to construction.
- b. Gravel may be used to extend the driveway toward the rear of the property and must be submitted for approval prior to construction.

J. Antennas, Satellite Dishes, Discs

- a. No satellite dishes or discs, radio or television aerial antennas, towers or any other external electronic equipment or devices may be installed or maintained on any exterior of any structure erected on any lot or elsewhere upon any lot without approval.
- b. Satellite dishes, which are eighteen (18") inches or less in size and are ground-mounted or screened from view from the street need no approval.

K. Fences (see Article VIII, Section 8.13 of the Declaration of Covenants for further details)

- a. No fence shall be erected on any lot closer to the street than the front of the building façade.
- b. Fencing may not exceed six (6') feet in height.
- c. Wooden perimeter fences are prohibited.
- d. ALL perimeter fences must be submitted prior to start of construction and should include a plot plan of lot showing intended fence path, materials and color.

L. Leasing

- a. No building on any lot may be leased except in accordance with the rules and regulations promulgated by the Wesley Manor Owner's Association. Refer to Article VIII, Section 8.10 of the Declaration of Covenants for further details.

M. Swimming Pools (see Article VIII, Section 8.13 of the Declaration of Covenants for further details)

- a. NO above-ground pools will be installed on ANY lot within Wesley Manor.
- b. In ground swimming pools must meet local code standards for safety including fencing style meeting guidelines (submittal required).
- c. Portable swimming pools used by small children are pre-approved but must be stored or screened from view when not in use.
- d. Swimming pools must meet setback requirements.

VI. MAINTENANCE

It is the primary responsibility of each homeowner to maintain his/her property in a way that does not detract from the overall beauty of the community. It is hoped that every homeowner will take this responsibility seriously, as this can severely affect the value of all properties. See Article IV, Section 4.7 in the Declaration of Covenants for further details.

Following is a list of areas that should be reviewed on a regular basis to ensure that your home is in good repair.

Shrubbery, trees, lawns and flower beds
Driveways, parking pads and sidewalks
Decks
Fences
Playground equipment
Roofing
Paint and stain

Deterioration

If at any time the Board of Directors is made aware of a property that has deteriorated to the point that it is affecting the aesthetics of the community, the ARC will be requested to make a site inspection. They will then make recommendations to the Board of Directors.

Based on the severity of the deterioration, the homeowner will be given a specified length of time to make the necessary repairs. If after that time, the repairs have not been made, the Board of Directors has the obligation of enforcement described in Section VIII for this Standard.

VII. PROCESS

No improvements shall be erected, remodeled or placed on any lot until all plans, specifications and a site plan have been submitted to and approved in writing by the ARC as to:

1. Quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design and facing of main elevation with respect to nearby streets.
2. Conformity and harmony of the external design, color, type and appearance of exterior surfaces.
3. Location with respect to topography and finished grade elevation and effect of location and use on neighboring lots and any drainage arrangements.
4. Any other standards set forth within this architectural booklet, any amendments to the Master Covenant, or bulletins promulgated by the committee or matters in which the committee has been vested with the authority to render a final interpretation and decision.

Reminders

- Check with Granville County as to any permits you may need for work done on your property.
- Allow enough time for processing and approval in planning for construction.

A. Planning and Preparation of Submittal

- a. Using this specification, determine if a submittal is required. If YES, continue.
 - b. Prepare a description of the change(s) and attach any plot plans, drawings, sketches and supplemental documents for the ARC to review. A complete submittal will FULLY describe/depict the changes and stand on its own without need for further explanation or clarification. Email all information to the Wesley Manor HOA for submittal to the ARC.
- B. Architectural Review Committee Review
- a. The HOA will forward any ARC submittals to all ARC members as needed.
 - b. If necessary, committee members will make every attempt to make a site visit with the homeowner prior to consideration.
 - c. The committee will review the submittal within the two-week allotted timeframe.
 - d. The committee will vote on each submittal as approved or disapproved. Disapproval may be on any grounds and the details will be communicated in writing to the homeowner.
 - e. The committee will send the Board their approval/disapproval recommendation and the Board will issue a final approval or disapproval (a reply to the original email).
 - f. Approval of any submittal or portion thereof does not ensure approval of similar submittals, as each submittal will be considered on its own merits.
 - g. A proper submittal approved by the ARC is like a contract to comply with the specific details. Alterations/deviations of significant nature will require resubmittal.
 - h. Homeowners may meet with the committee with prior written notice.
- C. Appeals/Resubmittals
- a. To appeal a disapproved submittal, the homeowner should submit within 30 days of the date of the email received from the ARC a written response (email) including specific detailed information that clarifies why the submittal should be reconsidered. The homeowner may also request a meeting with the committee or the Board of Directors to further discuss the submittal.
 - b. Should the submittal have been disapproved on a technicality (i.e. location or height of fence) and the homeowner is willing to comply with the remedy proposed in the committee's response letter, the homeowner need only reply with the changes to the committee. The revised submittal will then be reconsidered by the committee. The homeowner will be notified of the decision and receive a written approval email citing the change(s).
- D. Timeframe for Construction
- a. All submittals approved by the ARC must be completed within one (1) year after the homeowner receives written approval from the committee, unless an extension is requested and granted.

- b. Approval for projects that are not begun as specified above will lapse and the applicant must resubmit the proposal or a written request for an extension to the Board of Directors.

E. Details for Submittal

In some cases, many attributes or details of a proposed change, addition or deletion are required for the committee and Board of Directors to make sound responsible decisions. In other cases, the nature of the change will be simple and straightforward, as will be the submittal. The following items should be used as a method of describing or visually depicting the requested change(s) as applicable.

1. Pictures, magazine cutouts, etc.
2. Color chips
3. Plot plans – top down drawings showing location of existing structure(s), property lines in relation to adjoining property(s) and location of proposed change(s). This plan is attached to your deed.
4. Elevation drawings – a side view that shows height, topography of land and visual image of the change.
5. Written description of the types of materials to be used or a contractor's bill of material.
6. Written and/or visual depiction of construction details.
7. Location for building material storage during construction, soil disposal plan, drainage plan and landscaping plan (as applicable).
8. Any other aids that will assist the committee in their review process.

Drawings need to be to scale to show a relationship to location, height, etc., with the dimensions clearly marked on all drawings. For major construction projects such as additions, swimming pools, etc. that a hired contractor is used for, the design drawings should suffice showing rooflines and other such details.

F. Inspections

- a. The ARC shall have the right, at its election, to enter upon any of the lots during preparation, construction, erection or installation of any improvement thereon to determine that such work is being performed in conformity with the approved plans and specifications as stated in Article VII, Section 7.2 of the Declaration of Covenants. Such visits will occur after notification of the homeowner, and a mutually agreed upon visit is agreed. In instances where a mutually agreed upon time cannot be determined, the ARC will refer the homeowner to the Board for further discussion and possible financial penalty.

G. Violations

- a. Violations will be handled as stated in Article IX, Section 9.1 of the Declaration of Covenants.

VIII. VIOLATIONS AND HOMEOWNER'S ASSOCIATION REMEDIES

There are essentially two types of violations that must be dealt with by the Board or the ARC:

- Implementing a change, addition or deletion without approval of a properly completed submittal and
- Deviation or noncompliance with an approved submittal

A. Architectural Review Committee Remedies

- a. Enforcement of this Standard is detailed in Article IX, Section 9.1 of the Declaration of Covenants.
- b. Remedies include but are not limited to:
 - i. Requiring the homeowner to remove a project
 - ii. Requiring the homeowner to modify a project to suit the ARC standards
 - iii. Assessing a maximum fine of \$150.00 per day (only after the homeowner has been given notice and an opportunity to be heard and/or remedy the situation)
 - iv. Submitting a lien against the homeowner's property for outstanding indebtedness to the Association for nonpayment of penalties, removal fees, etc.

B. Remedial Process

- a. After all attempts to resolve a violation have been exhausted, including the opportunity for a hearing, the Board of Directors will select the appropriate remedy and notify the property owner of such action.

IX. LIMITATION OF LIABILITY

As stated in Article IV, Section 4.3 of the Declaration of Covenants, Rules and Regulations for Wesley Manor.