

**WEATHERSFIELD PLACE
HOMEOWNERS HANDBOOK
2022**

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WEATHERSFIELD PLACE Homeowners Association Handbook 2022

I. The Governance of Weathersfield Place

When you purchase or lease a home in Weathersfield Place you become part of a community that is governed in accordance with three official documents:

- 1.The Declaration of Covenants, Conditions, and Restrictions for Weathersfield Place
- 2.The Articles of Incorporation of Weathersfield Place Townhomes Association.
- 3.The By-Laws of the Weathersfield Place Townhomes Association.

Homeowners who did not receive a copy of these documents upon closing the purchase of their townhome may secure copies from the management firm for the cost of photocopying. It is also available online at the Weathersfield-HOA.com website.

The Weathersfield Place Homeowners Association

The owners of each townhome have a single vote in the Weathersfield Place Homeowners Association (hereafter referred to as WPHOA. An annual meeting of the WPHOA is held at an announced time and place. A summary of the expenses incurred in the previous year and the budget for the upcoming year are presented, along with other information that may be of interest to the homeowners. Also, an election is held to fill the positions on the Board of Directors whose terms have expired. Occasionally, additional meetings are called to discuss matters of special importance that need attention before the next annual meeting.

The Board of Directors

The Board of Directors (hereafter referred to as the Board) is the governing body of WPHOA and makes the decisions concerning the raising and the expenditure of funds, the contracts for work done for WPHOA, and the establishment and enforcement of the rules of the community. The Board is composed of seven elected members who are homeowners. Terms on the Board are for three years and are staggered terms. The Board meets on the third Thursday of each month or bi-monthly as needed.

Officers of WPHOA

The officers of WPHOA include a President, Vice President, Treasurer, and Secretary. They are elected annually by the Board and must be a member of the Board.

Homeowner Attendance

Monthly Board meetings are open to homeowners to speak to the board during the first 15-minute segment of the monthly scheduled meeting. At the end of this time, the homeowners will be dismissed and the board meeting will commence. The Board may go into executive session to address personnel or legal matters from time to time. Only Board members are allowed at these sessions.

Committees

The Board has established several committees to assist it in its work. There are standing committees for architectural control and grounds, budget and finance, rules and regulations. Occasionally, ad hoc committees are appointed to study a specific problem that has arisen. Each year the Board appoints chairpersons of the committees who in turn select the members of the committees. A member of the Board is assigned to work as a liaison with each of the committees. If you are interested in working on any of the committees, contact the management company or a member of the Board.

Management

Due to the large number of tasks that arise in the day-to-day operation of the WPHOA, it has been necessary to employ the services of a professional management firm. Among these services are processing of monthly assessments, paying the bills, preparing reports on expenditures, keeping records, and undertaking routine repair and maintenance. In addition, it oversees the work of contractors for grounds, painting, repairs, and operation of the swimming pool. See Appendix A for management firm contact information.

Whom to Contact in the Event of a Problem

If a problem arises which may fall within the general responsibilities of the Homeowner Association, it is suggested that you first call or email the management firm. All requests are managed by the management firm and referred to the Board as necessary.

II. Landscaping & Grounds Care

One of the principal responsibilities of WPHOA is to maintain and improve the appearance of the grounds. The Grounds Committee assists the Board in fulfilling this responsibility. In addition, the Board, in conjunction with the Grounds Committee, has contracted for the services of a landscaping firm for assistance in performing routine maintenance, in drawing up long-range landscaping priorities and for advice on annual ground maintenance.

Common Areas Defined

All areas that the WPHOA is responsible to maintain are considered common areas. These include grassy areas, natural areas and parking areas. These areas are not the property of the individual homeowner.

An Application for Approval of Exterior Landscaping Change form found at Weathersfield-HOA.com must be submitted if a homeowner would like consideration for a proposed change

to one of these areas. Each request will be considered on the basis of its merit and may or may not be accepted. Homeowners who make changes to the common areas without a formal review may be asked to remove those changes if they in any way detract or create additional maintenance for the WPHOA.

Shrubbery or trees may not be removed from the grassy or natural areas maintained by the HOA,

Common areas may not be blocked off to create privacy for any unit.

Decorative items may not be placed in common areas.

Lawn Care

Lawn care, such as mowing, trimming, fertilizing, aerating, seeding, mulching and leaf removal is the responsibility of WPHOA. This work is contracted annually or for longer periods of time to a landscaping or lawn care firm based on competitive bids. All grass in common areas and around the townhouses will be mowed unless inaccessible. The rear of the townhomes will be mowed unless inaccessible. Workers are not responsible for moving bicycles, lawn furniture, toys, hoses, etc. in order to mow. To facilitate mowing, items belonging to the homeowner are not to be left in the common areas.

Trees and Shrubbery

WPHOA is responsible for trimming and replanting foundation shrubs and trees that existed on the property at the time of the transfer from the developer or were added or approved by the Association at a later date. Replacement may be delayed for budgetary reasons or to wait until the proper season for planting. The homeowner may not remove the foundation plantings. From time to time, the Grounds Committee and landscapers will do a walkthrough and make needed recommendations to the Board and the management company.

Homeowners desiring to plant or remove shrubs or trees in the front of their townhomes or anywhere on the common grounds must seek and receive the prior written approval of the Board. Requests for approval must be in writing, using the **Application for Approval of Exterior Landscaping Changes** form, and submitted to the management company at least 30 days prior to the proposed change, and must include the following information:

1. Species of shrub or tree and size of mature growth
2. Location of the planting
3. Color of the flower of the planting (if any)
4. Distance from the house, sidewalk, and surrounding tree
5. Plans for homeowner maintenance.

The Grounds Committee will review the request with the landscaper to determine if the shrubs, plants, or trees are suitable for the area requested.

Homeowners are responsible for watering, pruning and care of any shrub, plant or tree that they request and plant. WPHOA is not responsible for replacing these plantings should they die.

Flowers

Flowers and low growing perennials may be planted in the mulched areas in back of the townhouses without approval. Such flowers should be of the low, bushy bedding type. The homeowner is responsible for maintaining these flowers in a neat manner and cleaning up the dead stalks in the fall. Flowers are not to be placed in the lawn areas, the front yard or any other area of the common grounds without prior board approval. Homeowners will be assessed the cost of the cleanup if they fail to maintain their plantings.

Vegetables

Vegetables may not be planted in front of the townhomes or anywhere on the common grounds. Vegetables and fruits cannot be thrown into the common areas for the purpose of composting or feeding wildlife.

Ivy and Vines

Ivy and other vines on the exterior surfaces of the townhomes are difficult to control, increase the cost of maintenance and are conducive to unwanted insects, wood rot and a place for snakes to hide. Therefore, no ivy or vines will be permitted on the townhomes, sheds, porches or privacy fences. Homeowners will be assessed the cost of cleanup if they allow ivy or vines to take root on their home.

III. Recreational Facilities & Activities

Swimming Pool

The swimming pool is normally open daily from mid-May through mid-September. The Board will notify the community of the pool opening and closing dates each year. This is a private pool to be used only by residents of Weathersfield Place and their guests. The rules and regulations pertaining to the use of the pool are listed in Appendix C

Play on the Common Grounds

The common grounds may be used for play so long as it does not destroy grass and plantings and is not so loud as to be a nuisance or annoyance to the neighborhood. Motorized vehicles are not permitted on grassy areas and natural areas. Parents are responsible for the conduct and safety of their children and any damages that result to HOA property anywhere in the community.

IV. Miscellaneous Information

Architectural Control

Any and all changes or additions to the exterior of a townhome such as exterior doors, storm doors, windows, fireplace chimneys, room additions, fences or the like may be made only with the prior approval of the Board. Modifications that are not approved by the Board must be

corrected at the expense of the homeowner. The Rules and Procedures for Exterior Changes are further explained in ***Appendix B***

Assessments

The operation of the Homeowner Association requires a monthly assessment that is levied on the owners of each townhome. The assessment is used for the care of the grounds, exterior maintenance of townhomes, upkeep of recreational facilities, management services, and other expenses of the WPHOA. Assessments are made in accordance with the rules spelled out in the Covenants.

Monthly assessments are due on the first day of each month. If not received by the last business day of the month, they are considered delinquent and are subject to a \$10.00 penalty for every month not paid. If an assessment is not paid within 60 days of the date it is due, the homeowner's recreational privileges and voting rights will be suspended after notice and an opportunity to be heard. Collection procedures will begin when a homeowner is 3 months delinquent. Some homeowners have found it convenient to pay at the beginning of each three-month quarter.

Checks should be made payable to Weathersfield HOA and mailed to the management company or its designee. You may also use bank drafting, which is set up through the management company. Additional information can be found on the website in the Community Café.

Collection Policy and Procedure

Prior to any assessment of penalty, fine or reimbursement of WPHOA costs, excluding penalty for late monthly HOA assessment, the homeowner must be provided with a notice of assessment and that he or she has 30 days from the date on the notice to request a hearing before the Board on such assessment before it takes effect. Such request should be sent to the management company. Upon receipt of such request the Board will work to schedule a convenient time during which the homeowner can be heard.

Decks

Decks will be pressure washed and stained by the WPHOA at the time of the planned paint schedule as determined by the Board. It is the responsibility of the homeowner to maintain the deck between these times. Decks are not to be used as a solution for long term storage. Further explanation along with approved stains can be found in ***Appendix B***.

Dogs

In accordance with the city leash law, dogs must not be allowed to run freely on any grounds within Weathersfield Place. Pets may not be chained or fenced on the grounds, stoops or decks without the homeowner present during that time. Whenever possible, keep your dog/dogs from eliminating on or in the vicinity of sidewalks. Please be considerate of your neighbors and clean up immediately after your animal.

Two stations with bags and containers for disposal have been placed on Weathergreen Drive for your convenience. By order of the City of Raleigh, a scooper law exists. (Raleigh Municipal Code Sec. 12-3011) Homeowners violating this rule are subject to a fine by the city of Raleigh and the WPHOA. Picking up after a dog is not only the law but not doing so is an environmental hazard.

Exterior Maintenance

The WPHOA is responsible for exterior maintenance of the townhomes as necessary due to normal aging and exposure. Maintenance procedures and repair methods are determined by the Board with the assistance of the management company; not by the individual homeowner. The complete statement of the maintenance policy of the Board can be found in **Appendix B**.

Firewood

Firewood may be stored within the patio areas or on common grounds closest to the unit. Firewood is not to be placed on or under wooden decks or laid against the home. Any storage of firewood on the common area must be in a neat manner. Firewood delivery trucks are forbidden to drive on the lawn area to deliver the wood. Wheelbarrows or hand trucks must be used to transport wood to the back of the property.

Garbage, Yard Waste and Recyclables

Garbage and recycling containers are supplied by the City of Raleigh. The city laws and guidelines governing trash and recycling are to be followed. Garbage is to be secured in bags within the receptacle. Large moving boxes to be recycled must be broken down and placed in the recycling receptacle.

Homeowners are responsible to mark all receptacles with their unit number in letters large enough to be visible from the trucks as required by the City of Raleigh and Wake County.

For pickup, garbage, recycling and yard waste receptacles should be placed either in front of your unit, at the parking island in your court, or along Heathfield or Weathergreen Drive. Your cans should be placed at the curb no earlier than 12:00 p.m. the day before collection. They are to be removed from the curb to an inconspicuous place in the rear of your unit by 7 pm of the day following collection. Garbage, recycling and yard waste receptacles are not to be placed in the grassy or natural areas. They are to be placed as close as possible to the back of each unit and be out of sight from the street.

Garbage, recycling or yard waste receptacles may not be left at the curb or in any common area at any time. Garbage that is scattered by the wind or animals should be cleaned up by the homeowner. Otherwise it will be cleaned up by WPHOA at the expense of the homeowner from whose unit it originates.

Homeowners are responsible for arranging the removal of large items such as mattresses, appliances, furniture, etc. that the weekly trash trucks do not accept. Please check the website noted below for items that qualify for pickup and items that need to be disposed of at the landfill and arrange for pickup. These items may not be placed on the street until the time of the scheduled pickup. When items are placed on the street, they must have a note attached stating date and time of pickup and the unit number. Should it become necessary for the

WPHOA to arrange pickup of the item, the homeowner will be assessed the cost of pickup and disposal.

For additional information and rules, please visit this website:

<https://www.raleighnc.gov/services/content/Departments/Articles/SolidWasteServices.html>

If you wish to print a schedule from the Wake Co. website, Weathersfield Place is the B Week.

Yard waste pickup is scheduled on the same day as recycling. It should be placed in a permanent container, clear plastic bags, or biodegradable paper yard bags, or tied into bundles, and placed at the curb along Weathergreen Drive and Heathfield Drive. It is not to be placed on the sidewalk. The guidelines for yard waste are the same as the guidelines for garbage and recycling and should be placed at the curb no earlier than 12:00 p.m. the day before collection.

Leasing Townhomes

Townhomes may be leased if done so in a matter that does not violate the ordinances of the City of Raleigh for areas zoned R-4. This zoning restricts use of residences to single families. Thus, renting individual rooms or a portion of a residence as a utility apartment is not permitted. Not more than four unrelated individuals are permitted to reside in a unit.

With a written notice to the management, the rights of homeowners to use the recreational facilities may be transferred to the renters. The homeowner is responsible for payment of the monthly assessment and for the compliance of renters with the rules of the Homeowner's Association, including those governing the use of the common grounds, recreational facilities, parking areas and noise levels. Fines levied for rule violations are also obligations of the homeowner.

Mullions

In keeping with the original Williamsburg style of the community, mullions are to be placed in all front facing and street facing windows regardless if they are original windows or replacement windows. Mullions may not be removed.

Newsletter, Community Emails, Mailbox Notices and Written Communications

These will be sent as needed to keep the community informed of any upcoming events, information or changes especially those of an immediate nature. Homeowners should provide their email addresses to the management company to insure timely receipt of information and dates of management meetings.

Noise and Other Offensive Activity

Obnoxious or offensive activity shall not be carried out upon any of the properties of Weathersfield Place, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood. Residents and their guests shall not cause or allow any excessive, unusually loud or unnecessary sound which disturbs the peace and quiet of the neighborhood or which may annoy, frighten, disturb, injure or endanger the comfort, repose, health, and peace or safety of other residents. Such noises include but are not limited to the playing of radios, stereos or musical instruments at high volumes; the operation of loud machinery except in extraordinary circumstances such as a chain saw after a storm, loud cars and excessive or persistent shouting, crying or barking of dogs.

Outdoor Furniture

Outdoor furniture is not allowed in the grassy areas or the natural areas that are the responsibility of the WPHOA. An Architectural Review Form must be submitted if a homeowner would like consideration for a proposed change to this regulation. A detailed sketch or photographs of the area needs to be attached to the form with exact information of what is to be used. Each request will be considered on the basis of its merit and may or may not be accepted. Homeowners who make changes to the common areas may be asked to remove those changes if they in any way detract or create additional maintenance for the WPHOA.

Residents are allowed to have a chair in front of their unit for visiting with neighbors on a temporary basis. Chairs are not allowed to remain in the front of a unit when not being used.

Outside Lighting, Grills and Firepits

For the purpose of uniformity, the WPHOA offers replacement LED bulbs for lampposts and front wall sconces. Light bulbs can be obtained from the management company at no charge. Repair to any front outside light fixture is the responsibility of WPHOA. No colored lights are permitted in the sconce lights and the post lamps.

Outdoor Lighting [except for seasonal holiday lighting] must be approved by the Board in advance of its installation. Only white lights allowed, no colored lights.

Deck lighting is restricted to the deck and is not allowed in common areas. The bulbs should be a soft white LED only. An Architectural Request Form is required prior to adding deck lighting.

Seasonal lighting and decorations – See Appendix G

Charcoal grills, gas grills and exterior fireplaces or fire pits are allowed. These must be supervised at all times when in use. Homeowners should not leave any flames unattended and must be sure that any fire is completely out before leaving them. A fire extinguisher must be within reach at all times when one of these items is in use. Any damage created by homeowners to their unit or to the unit of a neighbor will be at their expense. Should the WPHOA need to make the repairs to an adjoining unit, the cost will be expensed to the homeowner of the exterior fireplace. Ashes are not to be disposed of in the common areas. The fire pit must be emptied regularly to prevent standing water and mosquito infestation.

Charcoal grills, gas grills and exterior fireplaces or fire pits are not allowed to be in use at any time during a period of drought or when an area warning has been implemented by the city, county or state.

Homeowners are advised to check with their insurance carrier to determine if there are any restrictions in coverage by the addition of a fire pit.

For more information go to: <https://raleighnc.gov/SupportPages/fire-pits-and-open-burning-safety>

Parking

The residents of each townhome are entitled to the use of two parking spaces for personal vehicles only as near and convenient to the said lot as reasonably possible. Temporary parking for guests are in the spaces around the circle, at the pool parking lot or in the first two parking pads on Weathergreen Drive. Please note that any parking at the pool may not block the entrances. Inoperable and abandoned motor vehicles will be removed from the community. A motor vehicle is inoperable if it is not presently capable of being driven on city streets due to equipment disrepair/malfunction or registration or other legal impediment. A motor vehicle is considered to be abandoned and may be removed if it has not been operated or driven in 60 days. The Board or the management firm may have unauthorized vehicles towed at the owner's expense. Boats, trailers, campers, and motorhomes are not allowed at any time. See the Commercial Vehicles Policy in ***Appendix E***.

Propane Tanks

Propane Tanks are allowed. An Architectural Request Form is to be submitted to the management company and reviewed by the board prior to approval. At the time of installation, they must be screened from view of their neighbors and from the street. The screening is the responsibility of the Homeowner and an unsightly screen will need to be replaced. A tank no longer in use must be removed.

Rain Barrels

Rain barrels are allowed. An Architectural Request Form is to be submitted to the management company and reviewed by the board prior to approval. Please refer to ***Appendix D*** for complete information.

Rules Enforcement

Occasionally, it becomes necessary for the Board to take special action to enforce the rules of the WPHOA, such as those pertaining to parking, recreational facilities, or damage done by adults or children or non-compliance of other by-laws. The Board is empowered to suspend recreational privileges and voting rights in the case of those who disregard rules after being given notice and an opportunity to be heard. As a final resort before the initiation of legal action, the Board may impose fines to a maximum of \$100.00 per day per violation after notice and opportunity to be heard. The fine may be assessed for each day after notice of the decision has been given as long as the violation continues. Homeowners are responsible for the actions of their children, guests, and tenants.

Satellite Dishes

Satellite dishes are allowed. An Architectural Request Form is to be submitted to the management company and reviewed by the board prior to approval. For the beauty of the community, the WPHOA requests that the dish is installed on the rear of the home if at all possible. Satellite dishes placed on the roof may invalidate the roof warranty. The roof manufacturer has an acceptable roof bracket that will not injure the roof or invalidate the warranty. The WPHOA suggests that the Homeowner purchase one of those. Contact the management company for the roofing company information.

Service Providers

It is the responsibility of the homeowner to work with their chosen service provider to make sure that the line to their unit is buried and that wires attached to the house are not loose. The landscapers are not responsible for accidentally cutting unburied cables and the WPHOA will not be responsible for costs incurred with such an accident. Boxes and wiring no longer in use should be removed prior to the paint schedule of your unit. Outside antennae are not permitted.

Siding, Painting and Paint Colors

The WPHOA will paint the exterior surfaces of each townhome as determined by the Board. The WPHOA attempts to use colors that are in keeping and complimentary to the Williamsburg style of the community. Approved color names and numbers can be obtained from the management company.

Signs

"For Sale" or "For Lease" signs are to be placed at the front of the individual unit only and should be removed no later than two weeks after the sale or lease is completed.

Political signs are permitted on property owned exclusively by the homeowner. They may be placed no earlier than 45 days before the day of an election and remain no later than seven days after an election day.

Snow and Ice

If ice or 3 or more inches of snow are predicted, ice melt will be applied to parking lots and mailbox areas in advance of the storm. If ice accumulates and is predicted to stay at least 2 days, parking lots will be plowed and mailbox areas will be shoveled after the storm. If 3 or more inches of snow accumulate, parking lots will be plowed and mailbox areas will be shoveled. Areas between parked cars cannot be plowed. Homeowners are responsible for treatment of their sidewalk and stoop.

Speed Limits

As a walkable neighborhood, drivers must be aware of their speed while driving through the neighborhood. This will help provide a safe and positive quality of life in the community. The posted speed limit is 25 mph. All residents and their guests are expected to adhere to the posted speed.

Storage of Equipment and Supplies

A storage shed is provided at each unit for storage of personal equipment. Decks and common areas are not to be used for these items. Items not in use need to be stored.

Storm Doors & Windows

Changes to storm doors and windows are allowed. An Architectural Request Form is to be submitted to the management company and reviewed by the board prior to approval.

Storm Doors - Storm doors may have either wood, aluminum or vinyl clad frames. The doors may be the color of the front entrance door or the house trim. Unpainted aluminum doors or doors of a color that contrasts with the color of the entrance door or trim of the townhome are not acceptable. The ONLY approved design for storm doors is a single full glass panel. Storm doors with decorative trim, scallops, or other ornamentation or which have double panels of glass divided by a metal strip will not be approved. The glass may be replaced with a screen insert when weather permits. Homeowners will be required to remove any storm door that does not conform to these specifications.

Storm Windows - Storm windows may have either wood, aluminum or vinyl clad frames. Aluminum and vinyl clad storm windows must have a baked enamel finish. Wood storm windows must be painted white or the color of the trim.

Plastic coverings are not to be affixed to the exterior windows under any circumstance.

Taxes

There are no property taxes assessed for common grounds; however, individual homeowners are responsible for listing their property with the Wake County Tax Supervisor and for paying taxes on them.

Tenants and Guests

Homeowners are responsible for the conduct and enforcement of the conduct of their tenants and guests. Homeowners are responsible to be the primary mode of communication between the tenants and WPHOA. Homeowners are responsible for ensuring that their tenants and guests know and follow all rules of the WPHOA. A copy of the lease along with the tenant's pertinent information is to be given to the management company prior to the date of occupancy.

Termite Protection

The WPHOA provides termite warranty on all units. The units are inspected on an annual basis. The homeowner will be notified in advance so that the doors to the crawl spaces can be unlocked. It is the responsibility of offsite owners to notify their tenant. Homeowners are responsible for other insect or vermin removal.

Vehicles on Common Grounds

Cars, trucks, motorcycles, and all other motorized vehicles (except those used by the grounds contractor) are not permitted on the grassy areas and natural areas at any time. Violators may be fined and will be held responsible for all damage done to lawns, trees, shrubbery, underground pipes, service lines and curbs.

Window Air Conditioners

A window air conditioner may be placed in a third-floor dormer window ONLY. An Architectural Request Form is to be submitted to the management company and reviewed by the board prior to approval.

Yard Art

Yard art is allowed. Please limit the pieces to no more than 6 per unit. Yard art is defined as statues, pots, planters, flags, birdhouses or feeders. Statues are not to be over 3 feet tall and planters are not to be over 18 inches wide. Yard art does not include stepping-stones, pavers or stone or brick edging. Yard art should be maintained in good condition and may not be placed in the common areas, except by prior written approval of the Board. The Board reserves the right to require removal of any pieces of yard art. For liability reasons, yard art may not be placed on sidewalks or in any common areas. For aesthetic reasons, please consider the Williamsburg style of the neighborhood.

Website

The community website is Weathersfield-HOA.com. It is recommended that each homeowner sign up on the website to have access to community wide emails and information, documents for architectural or landscaping changes and easy access to the community handbook.

The following is accessible to each homeowner on the website:

The Declaration of Covenants, Conditions and Restrictions for Weathersfield Townhomes.

The Articles of Incorporation of Weathersfield Townhomes Association.

The By-Laws of the Weathersfield Townhomes Association.

Weathersfield Place Handbook

Architectural and Landscape Request Forms

Monthly Board Meeting Minutes

Directory of Residents

Community Café

Appendix A

Management Firm Information

Towne Properties, Inc., 8305 Falls of Neuse Road 27615, 919-878-8787 / 984-220-8656

Appendix B

Exterior Maintenance Defined

Responsibilities relating to WPHOA are confined to maintenance, repairs, and replacement resulting from normal aging and exposure. Maintenance, repairs and replacements resulting from accidents, fire, flood, water, wind, civil disturbances, vandalism, homeowner negligence and other similar acts shall be repaired, replaced and maintained by the homeowner.

Any and all maintenance, which is the responsibility of WPHOA, will be provided under the direction of the Board after considering the specific circumstances and the most economical and appropriate method. The Board will decide when a situation requires remedy. Repairs may be delayed for budgetary reasons.

Willful or negligent acts by owner or tenant causing damage to the townhouse will not be covered by WPHOA. Repairs not made by the homeowner within a reasonable length of time will be fixed by WPHOA and an assessment for it will be levied.

The WPHOA will not be responsible for interior damage resulting from exterior failure. Structural damages: walls, floors, roofs, etc. resulting from settling of the foundation is the responsibility of the homeowner.

The homeowner, in no instance, will dictate the method to be used.

Responsibility of the WPHOA and Responsibility of the Homeowner Defined

It is the responsibility of WPHOA to maintain and repair only specific portions of the townhouse. All prior and current homeowner improvements to the originally constructed townhouse are the current homeowner's responsibility to repair, replace, and maintain.

Homeowners are responsible for maintaining his or her rear yard in a neat and orderly manner. If the Board determines that a homeowner has failed to do so, the Association may revoke the homeowner's rear yard maintenance rights for a period not to exceed one year and may add the cost of any necessary yard clean-up to the assessment for that lot.

Homeowners that replace any exterior features or structures which are their responsibility, these items require prior approval from WPHOA with respect to color and type. WPHOA is authorized to require homeowners to maintain and repair all exterior improvements indicated as their responsibility in a manner and condition satisfactory and acceptable to WPHOA.

When selling a townhome, homeowners are responsible to describe in detail any homeowner additions or improvements to the new buyer so they are aware of their responsibility.

Weathersfield Maintenance/Repair Responsibility Chart		
<i>January 2022</i>	Homeowner	Association
Animals in chimney or attic	X	
Attic power vents and fans	X	
Chimney caps & sweeps	X	
Chimney surface (exterior brick)		X
Common area lighting		X
Decks (WPHOA pressure washes and seals decks on a schedule TBD by the Board)		X
Doors (front, back, storage, storm & crawl space)	X	
Exterior of sheds, excluding doors		X
Exterior townhouse numbers	X	
Exterior water spigots	X	
Exterior window unit (except building trim)	X	
Exterior wood and wood-like siding and trim		X
Exterior wood handrails maintenance		X
Extra cost of painting due to owner negligence (changing color or using wrong type of paint)	X	
Fencing (WPHOA maintain privacy fences on decks and between units ONLY)	X	
Foundation/structural parts of home	X	

Foundation Vents, repair or replacement	X	
Garbage, recycling containers	X	
Gutter cleaning (twice per year, January and June)		X
Gutter replacement and repair		X
Gutters, downspouts, splash blocks and extension pipes		X
Heating/AC units & feeder lines	X	
Interior repairs caused by leaks	X	
Lamp post and front door sconces		X
Landscaping-damage caused by resident, employee, or guest, autos, repairs, spills, etc.	X	
Landscaping/Grounds (common areas)		X
Landscaping/Grounds (homeowner installed)	X	
Landscaping, front and sides		X
Mailbox repair/Maintenance or Architectural changes		X
Mailbox (individual keys, locks, boxes)	X	
Mullions maintained	X	
Rear fixtures, rear lights and bulbs	X	
Roof repair, leaks or replacement		X
Roof shingles, vents, under eave air vents		X
Screens, screen doors & screen porches	X	
Sewer lines from exterior of house to the city line		X
Siding and trim (cleaning/painting/repair)		X
Snow and Ice removal- from private streets- TBD by Board		X
Termite warranty		X
Walkway maintenance		X
Weathersfield Maintenance/Repair Responsibility Chart		
<i>January 2022</i>	Homeowner	Association
Water lines damaged by HOA		X
Water lines from exterior of house to interior	X	
Water lines from exterior of house to meter (water & sanitation lines excluding blockages caused by homeowner)		X
Weather-stripping	X	
Window fixtures & door hardware	X	
Window glass	X	

Deck Policy Defined

The WPHOA will pressure wash and seal decks ONLY for units that are on the scheduled paint cycle for the current year. For units not on the current year paint cycle, the homeowner is responsible to pressure wash and seal the deck on a recommended two to three-year schedule. The contract with the landscapers DOES NOT include blowing leaves from decks. It is the responsibility of the homeowner to clear leaves and other debris from their deck on a regular basis. Left to accumulate they will trap moisture, cause rot and expense. An Architectural Review Application must be submitted by the Homeowner to the Board before any exterior project on a deck can be considered. Once reviewed, the WPHOA will replace any rotten or damaged deck boards as determined by the WPHOA.

Deck Railings are not to be removed by the homeowner for any reason. If needed for repair or replacement an Architectural Request Form must be sent to the management company.

Approved Deck Transparent Stain	Approved Deck Stain Paint
Sherwin Williams Canyon Brown SW 3559	Behr Pine Cone UL1701

A completely new deck or deck floor will be stained with the approved transparent stain. Deck repairs that require new replacement deck boards woven into existing deck boards will necessitate the use of the approved deck stain paint regardless of whether or not the previous deck boards had been stained. Decks that have had deck stain paint used previously will continue to receive deck stain paint.

Exterior Painting Defined

It is the responsibility of the WPHOA to paint certain exterior surfaces as determined by the Board. The management firm of the WPHOA shall give written notice to townhome owners in advance indicating the planned painting schedule dates.

Problems Relating to Exterior Maintenance Defined

All questions and problems concerning exterior maintenance should be sent to the management firm of the WPHOA. Items that are urgent and require immediate attention should be reported by telephone to the management firm's office. The management firm maintains a 24-hour emergency answering service.

Rules and Procedures for Exterior Changes Defined

Homeowners must secure written approval from the Architectural Committee prior to making any changes to the exterior of a townhouse. The exterior of the townhome includes the outside surfaces of walls, windows, storm doors, roofs, chimneys, stoops, railings, and patio areas. Changes refer to any deletion, alteration, or addition that was not part of the original unit construction by the builder, which involves the use of brick, wood, concrete block, mortar, stone, glass, metals, or other building materials.

Any changes, additions, or renovations made that are not in compliance with the provisions of the Covenants and the Handbook will be considered in violation. The homeowner will be liable for the adjustments.

Homeowners must notify the Architectural Review Board once their project is completed in order that a compliance inspection can be made.

The Procedure for Requesting Approval of Exterior Changes Defined

1. A request using either the Architectural Request Form or the Landscaping Change Form is completed and sent to the management firm at least 30 days before work is scheduled.
2. The request should contain a full description of the proposed change, including dimensions, materials, colors, sketches or architectural plans. The Committee may request additional information such as pictures, samples of materials, etc. for certain type of changes. A copy of the plot plan for the unit must be attached to request.

3. The Committee will consider the following request based on the nature of the change or alteration: the design is compatible with the original structure and the Williamsburg style of the community; the location showing dimensions of the improvement in relation to the property lines; materials chosen; and impact on neighbors.
4. The homeowner will be informed of the Committee's approval or disapproval of his request, along with any terms required for approval, within 30 days of the receipt of the initial request by the Committee. Conditional approval will include the homeowner obtaining a building permit if required and compliance with all applicable building codes.
5. If the Committee turns down a request for a change or approved it with conditions unacceptable to the homeowner, an appeal may be submitted to the Board requiring another 30-day period.
6. Following completion of the project, the homeowner is to contact the WPHOA Board for a compliance inspection to insure that the completed project matches the submitted plans.

Encroachments Defined

Under normal circumstances, approval will be withheld from any proposed change that encroaches on the neighboring unit, common grounds or the air space above them.

Maintenance Responsibilities of Additions Defined

Homeowners must keep any additions such as storm doors, storm windows and room additions in good repair so they do not become unsightly or a nuisance. Any cost incurred in maintaining additions or in repairing damage to the original structure resulting from construction or installation will be borne exclusively by the homeowner.

Homeowners making exterior changes are also responsible for any damage to common areas during construction and for the prompt cleanup of any construction debris.

Appendix C

Pool Rules and Regulations Defined

Pool hours are 9:00 a.m. to sundown while the pool season is in session. Anyone present in the pool area outside of these times is considered to be trespassing and is subject to arrest.

Each person who uses the pool will do so at his or her own risk. There is no lifeguard on duty at the swimming pool.

Parental cooperation is mandatory for the continued operation of the recreational facilities.

Residents (18 years and older) may use the pool at any time. Residents (17 years and under) may use the pool only when accompanied by a parent who will remain at the pool to supervise.

The issuance of the pool key gives each resident the use of the pool facilities according to the pool rules. Duplication of keys is prohibited. Lost pool keys may be purchased from the management company at a cost to be determined by the Board, currently \$50.00.

Use of the swimming pool is limited to Weathersfield residents and their guests. The resident must accompany guests at all times, and the resident is responsible for all actions of their guests. A maximum of four (4) guests per resident household is allowed. Pool parties with 8+

guests must be scheduled with Towne Properties prior to the date. Only one large group at a time is permitted.

There will be no running, wrestling, pushing, or horseplay in the pool or pool area, or unnecessary splashing.

Animals are not permitted in the pool area.

Anyone with an infectious disease, inflamed eyes or open wound or bandages will be allowed in the swimming pool.

Wheeled vehicles are not allowed in the pool area (bicycles, tricycles, skateboards, etc.)

Bathing suits must be worn in the pool. Cut-offs are not allowed.

Abusive or profane language will not be tolerated.

Any individual bringing a radio to the pool area is required to keep the volume down. If requested by an adult to lower the volume, it must be done.

Glass containers are not allowed in the pool area.

Smoking is not permitted within the fenced area of the pool.

Each person is responsible for his/her own trash.

The replacement cost of any Weathersfield Place property that is damaged will be charged to the responsible homeowner.

The Board reserves the right to refuse entry or deny pool privileges to anyone at its sole discretion.

The WPHOA will not be responsible for loss or damage to any personal property of any kind brought into the pool area.

Failure to comply with any of the foregoing rules and regulations may result in the temporary or seasonal loss of pool privileges.

The pool gate is locked for the safety and convenience of the homeowners. The pool gate is not to be propped open at any time. This is a Wake County ordinance and if we are found in violation, the pool can be shut down.

Appendix D

Rain Barrel Guidelines Defined

1. **COLORS:** Acceptable colors include black, dark green, gray, brown or similar natural colors. No bright colors will be allowed.
2. **PLACEMENT:** Rain barrels may be installed at the rear of homes either on the ground or

under decks. They may also be installed to the side of end units as long as they are not visible from the street or if they can be made to blend with the landscaping. They are not to be installed in front of any unit or on a deck because of weight considerations.

3. REQUIREMENTS: It is recommended that the barrels installed on the ground be placed on cinder blocks or landscape stones to help stabilize the barrel. (Full barrels weigh approximately 500 lbs.) This will also raise the barrel to permit easier attachment of a hose to the barrel's faucet. All rain barrels must be screened at the top to prevent mosquito infestation. The overflow valve at the top of the barrel must be connected to a 10-foot run off hose to drain excess water away from the foundation of the house. (A one-inch rainfall on a 1000 square foot area will produce over 620 gallons water, causing barrels to fill quickly.)

4. INSTALLATION:

Each installation must be approved in advance by the Architectural Committee. Request forms should be submitted to management firm at least 30 days prior to installation. Once the installation is complete, the Architectural Committee will inspect to assure compliance with these guidelines. All installations must be brought into compliance within 15 days of the inspection. If the rain barrel is later removed, the homeowner will be responsible to return the drain spout from the gutters to its original condition. Homeowners who sell their property are responsible for notifying the new owner of these guidelines and this requirement.

Appendix E

Commercial Vehicle Parking Policy Defined

Weathersfield is a residential community and parking lots are common property. Commercial vehicles may not be parked on Weathersfield property. Commercial vehicles include any car, van, truck, SUV tractor, trailer and any type of motorized or non-motorized conveyance that is used for commercial activity or purpose. A vehicle will be presumed to be a commercial vehicle if it has a business sign or signs on the exterior; if it is to be used to transport equipment and/or materials associated with commercial activity of business; or if the vehicle has ladder racks, loose or structural tool storage and/or construction or tradesman materials.

Vehicles that are used for family use and otherwise have no obvious commercial purposes will not be considered commercial vehicles. Vehicles that are more than twenty-two (22) feet in length or more than seven (7) feet in height or more than nine (9) feet in width are prohibited regardless of their use or stated purpose. Boats, campers and trailers of any size are also prohibited.

Homeowners who violate these parking restrictions or have guests who violate these parking restrictions or facilitate these parking restrictions are subject to a maximum fine of \$100 per violation, per day and the violating vehicle may be towed at the homeowner's expense. Homeowners will be given one notice and if the vehicle is not removed, the fine will be assessed without further notice. If the vehicle is removed and is subsequently returned, no additional notice will be required prior to assessing the \$100 maximum per day fine and towing of the vehicle.

Appendix F

Fence Policy Defined

The addition of a fence to an owner's property to the rear of the house is permitted but not encouraged. An ARC must be submitted and approved by the Board before any work can be done. It is not permitted in any other location around the house. The ARC must include the reason for the enclosure, the style of fencing desired, signatures of neighbors on all sides of the house and a survey showing the actual property lines.

Guidelines:

1. Fencing cannot be used to enclose common area owned by the Association.
2. Fencing cannot present a barrier to other residents transporting trash and recycling bins or to Association contractors maintaining common property or the exterior of homes.
3. Each fence must have an unlocked gate to allow for inspections and maintenance of property by the Association and its contractors.
4. Fencing cannot impede the flow of any drains on personal or common property.
5. Fencing cannot be used to create a dog pen for use when the owner is not present. (See WP Dog Policy)
6. Yard maintenance within the fenced enclosure becomes the sole responsibility of the owner and must be maintained according to the standards of the community.
7. Fencing chosen must conform to the overall aesthetic of the community and adjacent fences.

Appendix G

Seasonal Lighting and Decorations

Halloween decorations are permitted from October 15 through November 7.

Seasonal lighting and decorations are permitted from November through January.

All other seasonal lighting and decorations should be removed no later than 1 week after the holiday ends.

Seasonal lights are permitted on railings and bushes in front of a unit and can be white or colored lights. No colored lights are permitted in the sconce lights or the post lamps.

Updated 1/2024