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I. SUMMARY OF MAJOR CHANGES

The following verbiage has been added to this document:

- A. Trash receptacles must be stored on the side or rear of the home, in the garage or otherwise screened from street view. **(Section V, H(b))**

- B. All mailboxes and mailbox posts shall be of a similar style and color as that originally installed. **(Section V, J(a))**

- C. Passenger Vehicles
 - a. No vehicle may be left upon any portion of the property except upon a driveway, a designated parking space, within a garage or legally parked on the street.
 - b. No vehicle will be parked within five (5) feet of a driveway in accordance with the City of Mooresville ordinance.
 - c. No vehicle will be parked on the street facing opposite the direction of traffic in accordance with the City of Mooresville ordinance. **(Section V, M(a))**

II. PURPOSE AND POLICY

Architectural Control was established by Article VI of the Winslow Bay Owner's Association Declaration of Covenants, Conditions and Restrictions. Their primary purpose is to preserve and maintain aesthetic harmony and balance in the residential structures and landscaping of Winslow Bay to ensure and enhance the property values and natural beauty of the development. Article VI also establishes the Architectural Review Committee (ARC), with final approval authority given to this committee.

It is part of the charter 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) and no more than five (5) members of the committee to carry out the functions set forth in Article VI of the Covenants and Conditions. 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 Winslow Bay community. The committee also attends to other relevant business, such as revising this document, incorporating new regulations and standards into it and reporting on area inspections and follow-up inspections. Homeowners are able to 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 making decisions about violations and related penalties or legal remedies and final interpretations of the Covenants and Conditions.

Architectural Review Committee

The Architectural Review Committee is responsible for reviewing architectural requests, making site inspections (before and after modifications), approving or disapproving all architectural requests and making recommendations to the Board of Directors regarding violations. It is also the responsibility of the ARC to modify existing standards and regulations and establish new ones and also to keep this document updated on a regular basis.

Homeowners

Each homeowner has the responsibility to properly complete and submit an Architectural Request Form to the Winslow Bay 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 Covenants and Conditions. Homeowners should also report any problems or violations to the Winslow Bay Owner's Association Board of Directors.

IV. GUIDELINES

It is the interpretation of the Winslow Bay Owner's Association Board of Directors and the Architectural Review Committee that the provisions of Winslow Bay 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 Form, (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. The committee meets once each calendar month. 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 require submittal (but are not limited to):

a. Changes to the exterior of the home

i. Addition of:

1. Awnings
2. Decorative lighting

ii. Appearance of:

1. Color
2. Materials (such as siding)

b. Other exterior changes:

- i. Buildings
- ii. Decks and patios
- iii. Driveway extensions and parking pads
- iv. Enclosures (screen porches, sunrooms)
- v. Fences
- vi. Hedges and screening plants
- vii. Major landscaping
- viii. Mailboxes
- ix. Recreation or sport equipment

- x. Signs
- xi. Structures
- xii. Swimming pools and hot tubs

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

- a. Flower boxes which meet color requirements
- b. Minor landscaping
- c. Non-permanent children's play equipment (must be screened from street view)
- d. Periodic repainting and restaining with existing color for maintenance
- 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. Small, discreetly located garden plots
- h. Storm doors (must still meet color requirements)
- i. Arbors or movable non-permanent items of landscaping not to exceed 3 feet from ground level (more than 4 structures per lot need approval).

C. Specific changes which are **prohibited** (but are not limited to):

- a. Animals other than household pets
- b. Chain-link fences
- c. Commercial advertising signs
- d. Encroachment on other properties
- e. Metal storage sheds
- f. Parking of boats, trailers or other recreational vehicles in driveway or road
- g. Permanent outside clotheslines
- h. Above-ground pools
- i. 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, livestock or poultry of any kind shall be kept or maintained on any lot or dwelling except that:

- i. Dogs, cats or other household pets may be kept, provided they are not kept or maintained for commercial purposes.
- ii. Pets, while outside, should be kept on a leash and their 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 that meet the requirements of the City of Mooresville ordinance 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. Seasonal decorations do not require submittal but must be removed no later than one month after the holiday.

D. Tree Protection

- a. No trees measuring six (6) inches or more in diameter at ground level may be removed without submittal, unless such tree(s) are located within ten feet of the approved dwelling or any approved accessory building.
- b. No trees will be removed from any lot until the owner is ready to commence construction.

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. One (1) wooden utility building or non-commercial greenhouse may be located in the rear one-quarter (1/4) of any lot, so that it is directly behind the residence as viewed from the street.
- c. Utility buildings shall not exceed 400 square feet.
- d. The siding and trim paint for any accessory structure must be the same as the siding and trim color on the home.
- e. If the residence is all brick, the exterior color of the siding on the accessory structure must be submitted.
- f. See Article VI, Section 2(a) for definitions of "Accessory Structures."

G. Mailboxes

- a. All mailboxes and mailbox posts shall be of a similar style and color as that originally installed.
- b. The mailbox on each lot will conform to the design established or otherwise be approved by the ARC.
- c. The ARC shall have the right to disapprove the design and construction of all mailboxes.

H. Clothes Drying

- a. No drying or airing of any clothing or bedding shall be permitted outdoors on any lot or in any other enclosed area (including porches and patios) within Winslow Bay.

I. 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.

J. Parking

- a. Passenger Vehicles
 - i. No vehicle may be left upon any portion of the property except upon a driveway, a designated parking space, within a garage or legally parked on the street.
 - ii. No vehicle will be parked within five (5) feet of a driveway in accordance with the City of Mooresville ordinance.
 - iii. No vehicle will be parked on the street facing opposite the direction of traffic in accordance with the City of Mooresville ordinance.

b. Other Vehicles

- i. No boat, trailer, recreational vehicle, camper or commercial vehicle may be left on any other part of the lot unless it is fully enclosed within the garage or is behind the house reasonably hidden from the neighbors walking by the lot or is otherwise screened in a manner approve by the ARC.
- ii. No boat, truck, trailer, manufactured home, camper or tent will be used as a living area on any lot.
- iii. No unlicensed vehicles may be left on any lot.

K. Driveways and Parking Pads

- a. All driveways or parking pads shall be constructed of concrete or brick and must be submitted for approval prior to construction.

L. Painting of Residence

- a. No owner may change the color of his/her residence or garage or repaint same in a color other than its original color without the approval of the ARC.

M. Access

- a. There shall be no overland vehicular access to any lot except from designated roads lying within the Winslow Bay community.

N. 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.

O. Fences

- 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. ALL fencing (including privacy and perimeter fencing) shall appear at least forty percent (40%) open when viewed from a perpendicular angle vertical to the fence's front face.
- d. Chain link or any other metal type fencing is expressly prohibited within the Winslow Bay community (except community tennis court fencing and community pool and clubhouse fencing).

- e. Metal fencing attached to split-rail type fencing may be used to contain domestic animals within the yard.
- f. Any fence not of split rail type will be constructed with the appearance of cedar, redwood or fir and shall be stained or painted.
- g. Split-rail fences will be left natural and unfinished wood.
- h. ALL fences must be submitted prior to start of construction and should include a plot plan of lot showing intended fence path.

P. Leasing

- a. No building on any lot may be leased except in accordance with the rules and regulations promulgated by the Winslow Bay Owner's Association.

Q. Swimming Pools

- a. NO above-ground pools will be installed on ANY lot within Winslow Bay.
- 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.

R. Piers

- a. Design and location of piers for waterfront lots must be approved by the ARC and otherwise comply with all applicable governmental and Duke Power Company requirements.
- b. The Winslow Bay Owner's Association will establish limitations on the size and location of piers to maximize convenience of the owners or other waterfront lots.

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 each and every homeowner will take this responsibility seriously, as this can severely affect the value of all properties.

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 VII 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

- No City of Mooresville Building Permit shall be applied for prior to having ARC approval.
- 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 Architectural Review Form (copy available at www.winslowbay.org) 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.
- c. Sign and date the form.
- d. Present the completed submittal to all adjoining property owners or neighbors who may be visually impacted by the change and obtain their signatures. **This signature only reflects that each neighbor has seen the completed submittal and is NOT an approval of the submittal.**

- e. Only after completing steps 1-4 (above), mail or email the submittal to winslowbayhoa@gmail.com. **Note that incomplete or illegible submittals will be returned immediately to the homeowner.**

B. Architectural Review Committee Review

- a. The ARC box will be emptied once per week and any submittals will be forwarded to all ARC members.
- b. If necessary, committee members will make every attempt to make a site visit with the homeowner prior to consideration at the committee meeting.
- c. The committee will review the submittal at its monthly meeting adding any observations from the site visit. Also, any responses by adjoining property owners will be reviewed and taken into consideration.
- 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 complete a standard response letter as well as a copy of the submittal indicating its decision and return it back to the homeowner.
- 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 letter received from the ARC a written response 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 pencil in the change(s) and initial and date the change(s) and return the submittal back to the committee. The revised submittal will then be reconsidered by the committee via a telephone or email vote. The homeowner will be notified of the decision and receive a written approval letter 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 roof-lines 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. (Article VI, Section 7 of the Master Covenant)

G. Violations

- a. Violations will be handled by the committee as state in Article VI, Section 6 of the Master Covenant.

VIII. VIOLATIONS AND HOMEOWNER'S ASSOCIATION REMEDIES

There are essentially two types of violations that must be dealt with by 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 VI, Section 6 of the Master Covenant and Restrictions.
- b. Remedies include but are not limited to:
 - i. Suspension of voting rights and privileges
 - ii. Levying of penalties as approved by the Board of Directors
 - iii. Obtaining a restraining order to prevent an action
 - iv. Obtaining a court order to require the homeowner to remove a project
 - v. Entering a property to remove a project at the homeowner's expense
 - vi. 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 VI, Section 8 of the Declaration of Covenants, Conditions and Restrictions for Winslow Bay.