

WINDERMERE CONDOMINIUMS RULES AND REGULATIONS

All Windermere Condominiums Articles of Incorporation(Covenants,Conditions and Regulations), By-Laws, rules, and regulations are to be adhered to and enforced by the Executive Board keeping with the highest standards outlined in the governing documents and in compliance will all local, state and federal regulations, statutes and laws.

1.Residential Use Restrictions Applicable To Units:

A • Each Unit is hereby restricted to residential use by the Owner thereof, his immediate family, guests, invitees, and lessees. Any lease or rental agreement for a Unit shall be in writing and shall have an initial term of at least thirty (30) days, unless the prior written approval of the Executive Board shall be had and obtained. Such leases shall provide that the terms of the lease are subject to the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the terms of the lease. The Executive Board shall be furnished with a copy of all leases.

Upon demand by the Association to any corporate or partnership member to remove a party for failure to comply with the terms and provisions of this Declaration and/or the rules and regulations of the Association, the corporate or partnership member shall forthwith cause such party to be removed, failing which, the Association, as agent of the Unit Owner, may take such action as it may deem appropriate to accomplish such removal, and all such action by the Association shall be at the cost and expense of the Unit Owner who shall reimburse the Association therefor upon demand, together with such attorneys' fees as the Association may have incurred in the process of removal.

B • All owners wishing to rent their property are to provide a copy of the Windermere Rules and Regulations to their renters. This ensures that the renters understand the uses and restrictions of the common areas. All homeowners must comply with the homeowner registry and all of the community's governing documents.

C • No businesses are to run out of any residential unit. This is per the Windermere Condominiums governing documents.

D • Resident Homeowners will need to purchase coverage for their personal contents, loss of use, personal liability, loss assessment, and additions and alterations (including decorating, upgrades, or options made by you or a prior owner). *This policy is commonly known as a Condominium Homeowners or HO-6 policy.

E • As an Owner-Non Resident Insurance is still necessary. The policy that is needed is a Combination Dwelling Policy. The coverages listed above, as well as "loss of rents" should be included.

G •All homeowners are required to participate in the homeowner registry. All homeowners must provide the Executive Board with valid contact information.

2. Pet Ownership:

- A • All household pets are to comply with all applicable federal, state, and local laws. The city of Burlington, and Alamance County ordinances.**
- B • No pet shall be permitted or allowed to remain within any unit if it constitutes a nuisance and/or annoyance as dictated by city/county ordinances.**
- C • No animals are to be kept for commercial purposes. No animals, livestock, or poultry of any kind shall be raised or kept on/in any Lot or the Flats/ Villa Units, dogs, cats, or other household pets, within reason, may be kept in the Flats/ Villas Units.**
- D • No animals are to be off-leash. No animals are permitted to roam freely within the Windermere community. This includes homeowners/occupants/invitees cats. Cats are not permitted to roam freely off leash. Feral cats are a city-wide issue and are not to be fed in any common areas.**
- E • In accordance with the Fair Housing Act and American Disabilities Act service dogs/animals are permitted. All handlers must maintain control over their service animal.**
- G • All Owners/Renters/Visitors are personally responsible and liable for all of their animals' behavior or actions.**
- I • Each Owner/Renter/Visitor is responsible for cleaning up all waste deposited by animals upon any Lot or common areas.**
- J • No animals are permitted to be left on balconies unattended. Allowing pets to relieve themselves on any balcony is strictly prohibited. Owners/Renters/ Visitors are responsible for cleaning up the waste immediately.**

3. Motor Vehicles and Parking:

- A • No loud music or any noise that is deemed a nuisance is permitted in the parking lot or common areas.**
- B • PROHIBITED VEHICLES no boat, marine craft, hovercraft, aircraft, trailer, camper, recreational vehicles or truck greater than A ton in size or a motorized van used for commercial purposes (as distinguished from a van used as a passenger car) shall be parked or stored in the common elements or in any parking lot within the Windermere community or kept in any Unit Owners or outdoor storage.**
- C • No vehicles or similar equipment shall be parked or stored in approved parking areas except passenger automobiles, passenger vans, motorcycles, and pick-up trucks that are in operable condition, have current license plates and inspection stickers. Vehicles will be towed at the owner's expense.**
- *These restrictions shall not apply to any vehicle, machinery, or equipment temporarily parked and used for the construction, maintenance, or repair of a residence near the parking area***
- D • No inoperative motor vehicle may be parked or stored in any lot or on any public or private street within the Windermere properties for a period of more than 24 hours. Vehicles will be towed at the owner's expense.**
- E • Vehicles are to be kept in proper working condition in order not to create a nuisance or hazard, which includes environmental, noise, or appearance. No repairs are to be conducted in the common area elements including the removal of any automobile fluids. *Leaking vehicles are prohibited***
- F • Vehicles parked in driveways cannot protrude on the street in any way. Each Lot shall contain sufficient off-street parking space for at least two (2) automobiles.**

G • All Federal, state, and local codes apply to handicap spaces. All vehicles parked in handicap accessible parking spaces must display a temporary or permanent handicap sign or tag.

H • Parking at the dumpsters is allowed for trash drop-off only. All other parking is prohibited. Vehicles will be towed at the owner's expense.

I • Parking on Sweetbay Circle regularly is prohibited. However, in the event of special occasions, neighbor-to-neighbor communication is encouraged, and if all agree to allow parking on Sweetbay, adequate access must be allowed for emergency vehicles, such as a large fire truck. Overnight parking on Sweetbay is strictly prohibited.

*** Overnight parking on any Windermere property is strictly prohibited.***

4. Water Usage, Trash/Littering, and Articles Left in the Common Areas:

A •The Association is responsible for the water bills of the community. Excessive usage of water is not permitted. In the Villas and two-story Flat building watering grass and lawns with a hose, sprinkler, or irrigation line is prohibited. No in-ground or above-ground sprinkler systems may be installed. Hoses may not be left attached to buildings overnight.

B • Garbage ,trash or “donations“ shall not be placed on or in any common area except for in the dumpsters. No trash or prohibited items are to be left on any balcony or by any front doors.

C • Parking in front of the dumpsters is strictly prohibited. Momentary parking is only permitted for the unloading of household trash only.

D• Dumpsters are strictly for current Windermere community residential homeowners and non-owner leaseholders. Non- residence owners are prohibited from using the dumpsters. Family or friends of any current or former owners or residents are prohibited from dumping in the dumpster.

1E • The dumpsters are for normal residential household trash and waste. Excessive dumping is prohibited. No commercial dumping.

F • Violations and fines will be assessed to individual Unit homeowners, non-resident owners are responsible for their tenants and guests.

G • Homeowners are responsible for breaking down all cardboard boxes before placing them in the dumpsters.

H • No furniture, appliances, carpets, grills, construction materials, electronic equipment, commercial waste, or combustible items are to be put in the dumpsters or left outside of the dumpsters or in any of the common areas. Removal of these items is the responsibility of the homeowner.

I • Bicycles of any sort, cans, storage bins, recreational items, motorized equipment, and similar equipment, or any personal property, may not be placed or operated in any common areas of the Villas and Flats, including the space underneath the stairs in the multi-level units. All unit doors must be clearly numbered, and safely accessible, free from obstruction; nothing is permitted to be stored in any common areas or breezeways in the Flats or Villas ; this is required by the state for emergency services access for the safety of the entire community.

J • In the Flats tampering with building lighting or systems is strictly prohibited. All common areas are to be properly illuminated.

5 Exterior:

A • Installation of Satellites, Antennas, Flags or any other structure:• No unauthorized attachment to privacy fences or to the external siding/brick of any unit is permitted.

B • One small decorative flag, no more than 2 ft. x 2 ft. in size may be displayed per unit. In the villas and in the two-story units, the bracket for holding the flag pole may be attached to the brick side of the garage. In the multi-level units, nothing may be attached to the external siding or balcony.

C • According to Federal law all owners are allowed to fly the American flag as long as it is attached to their personal property and not the common area.

D • No a-framed swings are allowed on front porches or in any common area. No hanging chairs/swings are allowed on any balcony.

E • No basketball or other sports goals or playground equipment is allowed in any area. Exercise equipment may not be left on porches or balconies.

F • Storage buildings/sheds in the Villas fenced patios must not exceed the height of the fence.

G • Satellite dishes require architectural committee approval prior to installation. Owners must submit an architectural modification request to the committee prior to installation. Approval will be determined based on the Restrictive Covenants Section 7 and Federal

Exterior modifications by an Unit owner shall not be completed without the written permission of the Architectural Committee. This includes, but is not limited to, painting of exterior surfaces, removal or planting of flowers, shrubs, trees, etc.

H • Maintenance/Replacement of doors/ windows and screens are limited common elements and are the responsibility of the unit homeowner. Damaged screens must be repaired, replaced or removed. No frayed or torn screens are permitted. Architectural Requests must be submitted and approved prior to replacement of all doors and windows. Screen repair does not require prior approval.

I • Exterior Painting: No exterior painting by owner and/or resident shall be done without the written permission of the Architectural Control Committee or the Executive Board. The Association maintains control of all common area and limited common area exterior surfaces. Paint/stains colors to be determined by the Architectural Control Committee and the Executive Board. Fences can be pressure washed, inside and out, provided a clear coat sealant is applied immediately afterwards on the exterior and either a clear coat sealant or a stain color of your choice on the inside. Absolutely no stains containing color will be permitted to be applied to the exterior of the fence. Stain color for the interior of the fence is at the owner's discretion. Pressure washing and staining of a fence is done so at the owner's expense and does not require prior approval. The Board is recommending that all owners use only CLEAR Thompson's WaterSeal Waterproofing Wood Protector.

J • In the Flats repairing the wood on balconies is the responsibility of the individual Unit owner that the balcony is attached and has the exclusive use of.

K • Dryer duct maintenance is the responsibility of unit homeowners.

6.Landscaping/Yard:

A • No shrubs or trees should be added or removed without written approval from the Executive Board or through the Architectural Committee. Homeowners may add small annual flowers to existing shrubs. Flowers planted by the homeowners are the responsibility of the homeowner, in maintaining and seeing to their care, including removing them when they die. If flowers with bulbs are in the ground, the owner must maintain and keep them tied or cut so as not to fall over in the grassy area. The Architectural Committee will regularly check on the maintenance of flowers and if necessary, removal of flowers will be requested.

No vining / running plants are allowed in Villas or Flats for example ivy.

B. • No plant, or tree in the back courtyard or patio areas can grow taller than the fence

C • No more than 12 landscape/ground lights with a maximum height of 24 inches may be installed in existing flower beds at the front of the Villas, but none in the mowing area. Installation must not interfere with underground utilities and HOA landscaping duties.

D • Maintenance of lights is the responsibility of the Villa owner.

The use of the lights must not adversely impact quality of life in any way to the attached or neighboring units.

E • No flowers,lights and/or decoration may be displayed in any of the common areas Flats or Villas. Seasonal wreaths are acceptable on front/ back/ patio doors during applicable periods. Wreaths are acceptable on windows in Villas for the winter holiday season.

F • No hanging baskets are allowed in the front of Villa units unless they are on a “shepherds hook” type plant hanger and located in the front bed. Hanging baskets may not be hung in any common areas of the Flat or Villas.

G • No yard art, flower pots or decorative fencing and /or borders shall be placed in or around the landscaping beds or trees in the common elements. This includes but is not limited to any plastic, ceramic or metal decorative fencing/borders. The placement of such could cause injury to persons or equipment of landscaping crew.

One bird bath and one bird feeder, no taller than 3 feet high, is allowed in the front of the Villas as long as they are in the flower bed area and not in the way of the landscaping needs. Birdhouses should only be placed in the back-courtyard area.

H • No flowers and/or decoration may be displayed in any of the common areas. Seasonal wreaths are acceptable on front doors, as well as the “side doors” in the Flats. Wreaths are not acceptable on windows other than during the holidays and only in the Villas. Flats may hang outdoor rated string lighting on the”side”patio/balcony. An Architectural request must be submitted and written permission from the unit homeowner to which the light will be attached is required.

I • Any statue must be displayed on the front porch of the Villas. One modest planter may be placed in the corner of the common area as long as it does not interfere with access for safety or maintenance of the breezeways in the Flats. HOA will not accept responsibility for any damage to said statues, planters or items in any common area including damage from the landscaping crew or any other maintenance. No chairs may be left in any common area.

J • In Villas hanging baskets are not allowed in the front of a unit unless they are on a “shepherds hook” type plant hanger in the front bed . Hanging baskets may not be hung from trees or in the common area of the Villas or Flats.

K • Nothing may be temporarily or permanently attached or affixed to any exterior siding in the Villas or Flats. Homeowners wishing to install retractable awnings and sun shades must submit a request to the Executive Board or Architectural Committee.

M • Security cameras are permitted but may not be permanently attached to any siding or common property in the Villas or Flats. Velcro tape or two side tape may be used. Before professional installation of any cameras or external monitoring equipment an Architectural request must be submitted and approved.

7.Signs/Posters:

A • No sign shall be placed or allowed to remain on any Lot except for one (1) “For Sale” sign, or one other temporary sign to advertise a yard sale or other temporary activity on the Lot. Any other temporary sign shall not be permitted to remain on any Lot for more than SEVENTY-TWO (72) consecutive hours

B. • Only one sign or poster may be displayed per unit and must be placed in the shrubbery area or balcony or window so as not to interfere with the landscaping maintenance.

- C • No signs are to be placed in common areas of multi-level units. When a unit is for sale, one sign may be placed in a window or on a balcony of a multi-level unit. • No posters of any kind will be allowed in the common areas except for one For Sale sign.
- D. Door to Door solicitation is strictly prohibited in Villas and Flats.

8.Noise/Nuisance:

A • No owner or resident shall make or permit to be made loud, disturbing or objectionable noises nor using or playing musical instruments, radios, stereos, television or any other device in such a manner as to disturb their neighbors. This rule applies to any guests and includes the parking areas.

B. • In addition, no activity deemed noxious or offensive shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Examples of such offensive activities shall include, but not be limited to, the origination or emission of any loud or disturbing noise or vibrations, the maintenance of an auto repair site, the maintenance of unsightly outdoor storage of personal property (including toys, motorcycles or other motor vehicles, tricycles, bicycles, wood piles or other miscellaneous items) on porches, patios, terraces or yards, or similar unsightly activity not in keeping with the aesthetic character and high level of appearance of the community.

C • No harmful or offensive activity shall be conducted in the common areas, nor shall anything be done that may be or become an annoyance to the neighborhood, the definition of which is at the discretion of the Executive Board.

D • No smoking in the elevator, breezeways or in any common areas of the Flats.

ALL UNIT OWNERS ARE RESPONSIBLE FOR READING AND ADHERING TO ALL GOVERNING DOCUMENTS.AND RULES AND REGULATIONS. FAILURE TO COMPLY COULD RESULT IN FINES AND/OR ASSESSMENTS. Posted: 12/2025