

WELLSLEY HOA GUIDELINES
Architecture Guidelines

NEW

UPDATED: February __, 2023

The Board of Directors, the Architectural Review Board and our association property management company, have updated and approved these Architectural Guidelines, Construction Specifications and Regulations, which are intended to be guidelines for you to follow in planning exterior changes to your property.

Please retain these Guidelines as part of your permanent papers for reference now and in the future. You should make these Guidelines available to any renters of your home.

You are required to submit the Application for Architectural Review of Exterior Changes/Additions to the address indicated on the application. No application for a change will be considered if not submitted on the proper application form with appropriate exhibits. The date the application was received will be recorded. This date will be the first day of the review and consideration period. All applications go immediately to the Wellsley Architectural Review Board for approval.

Please read and follow these Guidelines. Approval **MUST** be obtained **IN WRITING** from the **ARCHITECTURAL REVIEW BOARD BEFORE** the start of any erection, placement, or alteration of any building, fence, or other structure, or any placement or installation of, or alteration to, any drive or parking area, or landscape design or plan, or any other exterior changes requiring prior approval under the governing documents for the Association. The Review Board has up to 60 days to respond to applications, but will generally respond within 30 days. Therefore, **DO NOT** commit labor or materials until you have received written approval. Failure to obtain prior written approval and comply with these Guidelines could result in a fine and other costs/penalties.

Your cooperation and adherence to these Guidelines will not only be appreciated but also will be in the best interest of Wellsley as a whole.

ARCHITECTURAL GUIDELINES, CONSTRUCTION SPECIFICATIONS AND REGULATIONS

Updated by the Board of Directors of the Wellsley Community Association

The Wellsley Architectural Review Board presents the following Architectural Guidelines, Construction Specifications and Regulations (Guidelines) designed to assist homeowners in complying with the Declaration of Covenants, Conditions, and Restrictions for Wellsley, Article V, Architectural Control for obtaining prior approval in writing for any erection, placement, or alteration of any building, fence, or other structure, or any placement or installation of, or alteration to, any drive or parking area, or landscape design or plan, or any other exterior changes requiring prior written approval under the governing documents for the Association, on any properties in Wellsley. It is the intended effect that these Guidelines will result in equitable and

consistent handling of all applications for Architectural Review Board review and approval so the necessary value judgments will be kept to a minimum.

I. INTRODUCTION

In a planned community such as Wellsley, the question naturally arises as to how to maintain a harmonious, quality development as the community matures. The following Guidelines attempt to provide a meeting ground between private interests and the broader interest of the Wellsley community as a whole.

Basic control for maintaining the quality of design is through the Declaration of Covenants, Conditions and Restrictions for Wellsley (Covenants). The Covenants run with the land and are binding on all homeowners and renters and should be fully understood. The fact that each homeowner is subject to these Covenants should assure all homeowners that the guidelines of design quality would be maintained in order to enhance the community's overall environment and to protect property values.

The Covenants establish an Architectural Review Board (The Review Board) to be comprised of 3 or more representatives. Members of the Architectural Review Board must be homeowners and are appointed by the Association's Board of Directors (The Board). The Architectural Review Board will consist of at least 3, but not more than 11 homeowners. The members of the Architectural Review Board shall serve at the pleasure of the Board of Directors and the Board of Directors shall have the authority to remove any member of the Architectural Review Board with or without cause at any time. Any references in the Covenants to the Architectural Committee or Architectural Control Committee shall be to the Architectural Review Board, as set forth in Article V of the Covenants.

The Board will typically hire a property management firm (Property Manager) to perform a variety of functions for the Community, including those outlined in these Guidelines.

Article V of the Wellsley Covenants requires prior written approval of any erection, placement, or alteration of any building, fence, or other structure, or any placement or installation of, or alteration to, any drive or parking area, or landscape design or plan, or any other exterior changes requiring prior written approval under the governing documents for the Association, ~~on~~ any property. Such changes include, but are not limited to, any building, fence, wall, play structures, landscaping or other structure that may be added or altered. It further requires that the plans, specifications and location showing the nature, kind, shape, height, and/or materials be approved in writing as to the harmony in external design and location in relation to surrounding structures and topography. Each property owner should read the Covenants to obtain a full understanding of the architectural control requirements.

The Architectural Review Board is charged with conducting the review of all applications for any erection, placement, or alteration of any building, fence, or other structure, or

any placement or installation of, or alteration to, any drive or parking area, or landscape design or plan, or any other exterior changes requiring prior written approval under the governing documents for the Association, and with rendering a decision to the application. If the Review Board fails to approve or disapprove a request for a change within 60 days after receipt of the application, then the prior written approval requirement will be considered to have been waived with regard to the alteration, erection, or placement applied for.

The Guidelines which follow are the procedures and guidelines applied by the Review Board to assist the Association and its members in the design review process. It is hoped that these Guidelines will serve as a positive tool to assist in the full and free use of each homeowner's property in a manner that is consistent with the aesthetic and harmonious development to the Wellsley Community.

II. WHAT MUST HAVE ARCHITECTURAL REVIEW BOARD APPROVAL IN WRITING?

The Review Board's prior approval in writing is required for any erection, placement, or alteration of any building, fence, or other structure, or any placement or installation of, or alteration to, any drive or parking area, or landscape design or plan, or any other exterior changes requiring prior written approval under the governing documents for the Association. See Article V, Section 2(a) of the Covenants quoted below:

"No building, fence, or other structure shall be erected, placed, or altered, nor shall a building permit for such improvement be applied for on any Lot in Wellsley until the proposed building location, specification, exterior materials and color or finish, plot plan (showing the proposed location of such building or structure, drives, and parking areas, exterior shape, size and height) shall have been approved in writing by the Declarant or by the Architectural Review Board of the Association if such review responsibility has been delegated to the Association by the Declarant. In addition, the Declarant may require prior written approval of a landscape plan. The Declarant further reserves the right to promulgate and amend from time to time architectural guidelines and construction specifications (hereinafter referred to as the "Architectural Guidelines and Construction specifications") for specific neighborhoods and areas or for all Properties within Wellsley and such Architectural Guidelines and Construction Specifications shall establish, define, and expressly limit those guidelines and specifications which will be approved in said neighborhoods and areas or within the Properties, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design, and construction technique. Refusal or approval of plans, location, exterior color or finish, or specifications may be based by the Declarant upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Declarant shall seem sufficient. No alteration in the exterior appearance of any building or structure, including exterior color or finish, shall be made without like prior written approval by the Declarant. One (1) copy of all plans and related data shall be furnished the Declarant for its records. In the event approval of such plans is neither granted nor denied within sixty (60) days following receipt by the Declarant of written demand for approval in writing, the provisions of this paragraph shall be thereby waived."

This requirement applies to every homeowner's private property and any common areas.

III. REVIEW CRITERIA

The Architectural Review Board evaluates each application on the individual merits of the application. The Review Board's decisions are based upon the guidelines in the following sections:

Validity of Concept: The basic idea of the exterior change must be sound and appropriate to its surroundings.

Landscape and Environment: The exterior change must not unnecessarily destroy or blight the natural landscape or the achieved man-made environment.

Relationship of Structures and Adjoining Property: The proposed change should relate harmoniously among its surroundings and to existing buildings and terrain that have a visual relationship to the change.

Protection of Neighbors: The interest of neighboring owners and renters should be protected by making provisions for such matters as surface water drainage, sound and sight buffers, preservation of views, light and air, and other aspects of design which may have substantial effects on neighboring property. For example, fences may obstruct views, breezes or access to neighboring property; dog pens may cause undesirable noises or infringe drastically on views of neighboring property. The Architectural Review Board should consider the various and appropriate criteria and exercise discretion in determining which of these criteria will be governing in each specific application.

Design Compatibility: The proposed change must be compatible with the design characteristics of the applicant's home and the general neighborhood setting. Compatibility is defined as harmony in style, scale, materials, color, and construction details.

1. **Scale:** The three-dimensional size of the proposed change must relate satisfactorily to adjacent structures and their surrounding. For example, a detached storage shed of a disproportionate size to the area in which it is intended to be placed would not be satisfactory.
2. **Materials:** Continuity is established by use of the same or compatible materials as are used in the existing home. For example, an added storage shed should generally be made of the same or similar material as the home; likewise, the shingles should also generally be the same or similar.
3. **Color:** Color may be used to soften or intensify visual impact. For example, a storm door should generally be painted to match the entrance door or the house trim color. A shed should generally be painted to match the existing home. Colors chosen for exterior painting should be harmonious with neighboring homes.

4. **Workmanship:** The quality of work must be equal to or better than that of any existing structures of good workmanship. Poor practices may cause the owner problems and may be visually objectionable and can be a nuisance and safety hazard for neighbors and the community. All applications must contain a proposed maximum time period from start to completion of construction. If the proposed time period is considered unreasonable, the Architectural Review Board may disapprove the application.

IV. MUNICIPAL CODES AND PERMITS

All proposed erections, placements, or alterations of buildings, structures, landscaping, drives, and parking areas must be in compliance with all applicable laws. Modifications to a homeowner's property may be subject to the Town of Cary Building Code and permitting requirements. It is strongly suggested that the Town of Cary be contacted in order to determine whether such permits or approvals are required. If a permit has been obtained, it may be attached to the Application. Application approvals by the Architectural Review Board do not constitute approval by either the Town of Cary or Wake County.

V. DESIGN APPLICATION REVIEW PROCEDURES

The procedures for application, review, inspection, and enforcement of design review are outlined in this section.

Objectives

The Architectural Review Board, in examining each application for design approval, considers whether or not the exterior change is in conformance with Article V, Architectural Control, Section 2. Controls of the Covenants and the general guidelines outlined below:

The goal of these guidelines is:

1. To create a community which is aesthetically pleasing and functionally convenient and
2. To maintain a harmonious relationship among structures, vegetation, topography and the overall design of the community.

Application Procedure

Complete the application form and attach all required exhibits. The application form may also be obtained from our property manager. Include full details of the proposed change. If the change is structural, fencing or grading, submit a sketch or plan and outline specifications. Talk to your neighbors about your change. They may be able offer valuable input. Be sure to include such information as type of material, size, height, color, location, etc. Provide a plot plan of the lot and indicate the location of the building, trees, pen, fence, etc., as it relates to the home and lot. Mail, submit via on-line application or deliver the application form to the Property Manager, whose address is shown on the application form.

The Wellsley Architectural Review Board will review all architectural requests. The application review process will be completed as soon as possible and a written response will be made to each application. Should nothing be received within 30 days,

please call to follow up. The 60-day review period does not start until the application is received by the Property Manager.

An application with all necessary information will be considered on each application's individual merit, using these Guidelines as a basis for making a decision. The Review Board may request additional information or materials from the owner as needed to make its decision. If the Review Board has determined that additional information or materials are needed for proper review of the application, the application is considered denied as is and the sixty days within which the Review Board must render its decision will restart after receipt of the requested information or materials. The Review Board endeavors to act swiftly on all re-submissions.

The review process is outlined below.

Review Procedures

During the consideration of an application, the Wellsley Architectural Review Board members may view the site and may talk to the applicant or neighbors. A quorum of the Architectural Review Board is a majority of the total number of people currently serving on the Review Board.

The Architectural Review Board considers the application and any data or comments received from immediate neighbors. After discussion of the application as submitted, the Architectural Review Board will approve conditionally, disapprove, or approve the application as submitted. In cases of conditional approvals, or disapprovals, homeowner applicants will be provided in writing with the reason or reasons for such. Each applicant will receive written notice regarding the Review Board's decision.

The Architectural Review Board will record its action on the application. All records will be forwarded to the Association's Property Manager.

Conditional approval means that work may proceed only as contained in the application and pursuant to any additional changes or conditions imposed by the Architectural Review Board. The Review Board may inspect work in progress and request (either orally or in writing) that the applicant correct any noncompliance with the approved design.

Final Approval and Walkthrough

In cases of conditional approvals, final approval will only be given once the Architectural Review Board has reviewed the completed project.

Remedies

Failure to obtain prior written approval of the Architectural Review Board for any exterior change requiring the same constitutes a violation of the Covenants.

In order to minimize the damages incurred by the Association in having work removed or modified, and in order to promote compliance with the Covenants, the Board of Directors reserves the right to impose a fine(s) or suspension of privileges or services on any homeowner who commences work on a project subject to the provisions of the Guidelines or the Covenants without first obtaining approval in writing of the

Architectural Review Board, or who fails to comply with a conditional approval of the Architectural Review Board, or who otherwise violates the Covenants.

Once a complaint is received that a homeowner has failed to comply with the Covenants or Specifications by commencing work before Review Board approval in writing, or the work in progress is not in accordance with the approved or conditionally approved application, and a review/inspection confirms that a violation exists, a notice will be sent to the homeowner by the Board of Directors. This letter will inform the homeowner of the violation and the date, time and place of a hearing to consider the imposition of a fine(s) or suspension of privileges or services. The notice to the homeowner will be given at least 10 days in advance of the hearing if the notice is delivered by hand and at least 13 days if delivered by mail. The Board will consider the homeowner's response and other relevant circumstances in determining whether a fine should be levied and in what amount. Homeowners may present their response at the hearing or in writing to the Board of Directors prior to the hearing. If it is decided that a fine should be imposed, a fine not to exceed \$50.00 may be imposed, and then thereafter, a fine of the same amount may be imposed, without further hearing, for each day more than five days after the decision that the violation remains. If it is decided that a suspension of privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured.

Reports

Homeowners have the right to notify the Board of Directors or the Property Manager of apparent violations of any provisions of these Architectural Guidelines and Construction Specifications.

The Board of Directors will investigate each reported violation. An on-site visit may be paid to the resident during which any problems may be explained and resolutions may be discussed.

Homeowners have the right to appeal a decision of the Board of Directors by delivering written notice of appeal to the Board within 15 days after the date of the decision.

VI. DESIGN GUIDELINES

This section of the Guidelines provides specific guidance regarding particular design situations frequently encountered in Wellsley. Generally acceptable methods for achieving the required objectives and guidelines are indicated below. Additionally, design methods that are generally not acceptable are also included. Merely following these guidelines does not guarantee approval; all requests must follow the stated approval process.

UNLESS OTHERWISE NOTED, ALL PLANS MUST BE APPROVED BY THE ARCHITECTURAL REVIEW BOARD PRIOR TO COMMENCING WORK.

Animals

The Association has the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes,

and ordinances of any governmental authority, including, but not limited to, those relating to animals. Further, noxious or offensive activity conducted upon any Lot or anything done thereon which may be or may become an annoyance or nuisance to the neighborhood is a violation of the Covenants, for which the Association may exercise any remedy available to it.

Antennas/Satellite Dishes

1. Other than the following, no external antenna (including without limitation, satellite discs or dishes) or supporting mast is permitted without application and approval of the Architectural Review Board:
 - (i) An antenna that is: (a) used to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite, including a hub or relay antenna used to receive or transmit fixed wireless services that are not classified as telecommunications services, and that is (b) one meter or less in diameter;
 - (ii) An antenna that is: (a) used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite, including a hub or relay antenna used to receive or transmit fixed wireless services that are not classified as telecommunications services, and that is (b) one meter or less in diameter or diagonal measurement;
 - (iii) An antenna that is used to receive television broadcast signals; and
 - (iv) A mast supporting an antenna described in paragraphs (i), (ii), or (iii) above (but masts higher than 12 feet above the roofline may be subject to local permitting requirements).
2. Provided that, to be permitted without application and approval of the Architectural Review Board, the following requirements apply to (i), (ii), (iii), and (iv) above: (a) It must be located either (1) on a part of the lot so as not to be clearly and readily visible from any street or any neighboring lots, or (2) anywhere on the lot but reasonably and adequately screened to prevent visibility from any street or any neighboring lots; and (b) the lot owner must register it in writing with the Property Manager, stating the owner's name and address, the name, type, height, diameter and sketch of the lot and dwelling showing the existing location. However, the requirements in (a) and (b) above do not apply if they would unreasonably delay or prevent installation, maintenance or use; unreasonably increase the cost of installation, maintenance or use; or preclude reception of an acceptable quality signal.
3. Note that, in any case, the antennas and mast mentioned in (i), (ii), (iii), and (iv) above may only be placed on property within the exclusive use or control of the antenna user that the user has a direct or indirect ownership or leasehold interest in.

Awnings

1. Awnings may be appropriate for rear or side-yard patios and decks, or even exposed rear entrances and will be reviewed and approved on a case by case basis.
2. Awnings must be consistent with the architectural style and scale of the house. The color of the awning (fabric) must be compatible with and blend with the existing house color scheme. Any exposed frames must be painted to match the trim or the dominant color of the house. Any natural-weathering, rot-resistant wood (e.g. pressure treated, cedar or cypress) does not require painting and should match the existing wood of the house, deck or patio.
3. All awnings require prior written approval by the Review Board.

Basketball Goals

Goals meeting the following guidelines do not require Review Board approval. Any deviation from the following guidelines requires application and review by Review Board.

1. Basketball goals should be located on the rear third (toward the house) of the driveway or parking pad. Portable goals may be moved on a daily basis; however, these goals must be returned to the location described above. No portable goal may be left in the street or cul-de-sac overnight.
2. All goals should be mounted on a self-sustaining structure, and not attached to the house. Portable goals are allowed.
3. The backboard should be predominantly a neutral color, preferably gray, white or clear.
4. Only one (1) goal per house.

Clotheslines

Clotheslines are not permitted. Drying racks shall not be placed in driveways or front of home nor any part of property visible from the street.

Decks

1. A deck should not extend past the side of the house. If the house has a side entrance toward the back of the house immediately adjacent to the deck, then a four-foot extension expressly for the purpose of allowing a stairway to the side entrance will generally be allowed.
2. All decks should be on the rear of the house (no side or front decks).
3. All decks are to meet applicable municipal and county codes.
4. A composite material can be used for decks such as Trex.
5. Underneath all porches, decks and stair risers must be enclosed. Lattice used under porches and decks may be either a horizontal or diagonal pattern. Lattice shall be wood and painted or stained to match the trim color. Vinyl lattice will also generally be also allowed however shall have similar appearance to wood lattice (i.e., no "flat" vinyl lattice) and as approved by the Review Board.
6. Rear decks that are visible from the street or adjacent lots must be underpinned with horizontal or diagonal lattice and/or landscaped for screening.

Dog Pens and Dog Houses

1. Exterior finish with the exception of brick should match the house, i.e., siding, roof shingles, color.
2. Should be located on the property in an area that is not highly visible from the street and must be located at least ten (10) feet from a neighbor's property line (not located in side yard areas that are visible from the street). They must be properly maintained and kept in good repair and free of material that may create unpleasant odors.
3. Only one (1) doghouse per yard.
4. The fencing for a dog pen has the same requirements as all fences (i.e., no chain link, welded wire, etc. allowed).

Drives and Parking Areas

Proposed changes in drives or parking pad additions must be submitted for architectural review. Additions and changes to drives should be made of concrete.

1. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood including, without limitation, the storing or parking of inoperative motor vehicles or the maintenance of or repair to motor vehicles except within completely enclosed garages constructed in conformity with these covenants and applicable laws and ordinances.
2. No automobile, truck or vehicle of any kind shall be parked on any public street abutting the Properties after receiving notification from the Town of Cary to remove the automobile, truck or vehicle.
3. No boats, recreational vehicles or trailers may be parked on any Lot without the prior approval of the Architectural Review Committee. Parking and storage of trailers, camping trailers, boats, or recreational vehicles will generally not be allowed in view from the street in excess of 72 hours. Boats, trailers, recreational vehicles, all-terrain vehicles or other recreational equipment, including canoes and kayaks, must generally be stored in a manner where they are not visible from the street.

Exterior Lighting

1. One walkway/entrance light post is allowed, not to exceed six feet in height to base of light fixture.
2. Halogen, mercury vapor, sodium, etc. high power lamps are not permitted.
3. The post shall be wood or metal painted black or house trim color.
4. The lamp should be similar to or match existing house exterior lights (such as those on front porch/stoop, not floodlights).
5. Approved on a case by case basis; must be compatible with general scheme of neighborhood.
6. The use of up-lighting for landscaping is encouraged whenever possible and shall be low intensity.
7. Site lighting shall be low intensity, and when used, should be used to accent entrances and special features. Overall high levels of light are not desired, or allowed by Town of Cary Code.
8. Exterior lighting shall be shielded from adjacent properties.

9. Landscape lighting shall be low intensity, and when used, should be used to accent entrances and special features. Overall high levels of light are not desired or allowed by Town of Cary Code.
10. Intensity should be no greater than required for pedestrian safety, other than as accent on landscape plantings or buildings.

Exterior Paint Changes

Homeowners who would like to change the color of their siding, shutters, trim, or gutters should submit the color swatch and application to the architectural committee. Wellsley has approved exterior color schemes that are available on the community website (www.wellsley-nc.org). Homeowners who would like to paint their home one of these color schemes should submit an architectural application in order to have the paint change documented in their file with the management company. All other color changes that do not go along with the approved exterior color schemes should be submitted to the committee for approval.

Fences/Walls

1. Fences should be natural treated finished wood, painted or finished with a natural (neutral wood tone) stain. If the fence is to be stained or painted, a color sample must be submitted for approval.
2. No fence may extend past the front corner of the house.
3. Suggested fence types are picket with a minimum of 1-1/2" - 2" spacing between pickets or shadow box. Stockade fences would be considered on an individual basis.
4. Construction shall consist of vertical members supported on horizontal members with horizontal members on inside (house side) of fence.
5. Chain link, wire, plastic, vinyl or split rail fences are not allowed. Ornamental metal fences, dark in color, are permitted. Style and workmanship should be similar to that of the fence around the community pool. Suggested fence height is 4'. Fence heights in excess of 4' will be considered for lots with uncommon privacy requirements such as corner lots and lots bordering easements or drainage areas. In no case will fence heights exceed 5 feet from the ground.

Garbage Can Placement

Each owner and tenant must prevent the development of any unclear, unsightly, unkempt, unhealthy, or unsafe conditions of buildings or grounds on any Lot which shall tend to substantially decrease the beauty or safety of Wellsley, the neighborhood as a whole, or the specific area. As such, trash and recycling containers must generally be stored behind the building line of the side of the structure facing the principal street, or, if containers are stored in front of the building line, they generally must be stored in an enclosed structure so that it cannot be seen from the street.

Garage Doors

Garage doors should generally be white or wood. Any color change must be approved. If a garage door which has been previously approved is damaged, it may be replaced with the same style, type, color, and material of garage door without the need for prior approval. If the homeowner would like to change the style of the garage door, an application must be submitted prior to the installation. Carriage style doors are generally acceptable but should be submitted for approval.

Grading

Major changes to the topography of a lot could result in flooding due to improper drainage into a neighbor's yard. Therefore, such changes are required to be approved prior to being started. The Architectural Review Board accepts no liability for any damage caused by such grading action, whether approved by the Board or not.

HVAC & Window A/C Units

No window or wall air conditioning units will be allowed on the front of the house.

Lawn Ornaments/Rain Barrels

1. All lawn decorations are discouraged in the front and side of the house unless a live growing entity. This is in addition to the existing guidelines regarding hedge row plantings, etc.
2. Certain lawn ornamentation (e.g. bird baths) will be permitted on an individual basis provided they do not detract from the appearance of the neighborhood.
3. Rain Barrels will generally be permitted under the following conditions:
 - Located at the back of the home
 - A neutral color
 - No more than two per home (barrels can-not feed into another and another creating a train of barrels)

Mailboxes

Mailboxes must remain consistent with the type; size, color and numbering design originally installed by the Developer. Mailboxes must match the style of those in the appropriate neighborhood (Hastings/Bedford).

Outdoor Fireplaces & Kitchens:

1. Fixed outdoor fireplaces and kitchens may be allowed on a case by case basis, subject to the written approval of the Review Board.
2. Homeowners are required to contact the Town Fire Marshall to determine safe locations and other requirements.

Patios:

1. Patios should be located behind the house, but may extend beyond, around corners.
2. Size of patio should be consistent with the size of the house and yard. All patios will be reviewed with respect to their visual impact on adjacent property.

Plants and Gardens

1. Review Board approval is not required for most planting or landscaping treatments that are biodegradable. However, if any planting in hedge or row form being considered for the front or side/front yards will act as a 'fence', then an application for such addition should be submitted.

2. Caution should be exercised in digging deep holes so as not to cut into any electric cable, etc. It is suggested that before digging, homeowners contact the appropriate utility company. Vegetable gardens must be kept in the rear yard.

Play Equipment

1. Review Board approval in writing is required for construction or installation of any play equipment exceeding a 4' x 4' footprint, including but not limited to swing sets, forts, slides, playhouses, and trampolines.
2. All play equipment should be in the rear of house, not on the side or front.
3. No single unit should exceed 18 feet by 10 feet by 15 feet high.
4. One constructed unit per lot is permitted (small, low items such as sandboxes are excluded).
5. Play equipment must be located at least 10' from property lines.

Repairs

Owners are generally responsible for repairs to improvements, structures, landscaping, etc., on their respective Lots. Generally, no application is necessary to affect repairs and restoration to prior condition if such prior condition was approved by the Review Board.

Screened Porches/Sun Porches

The construction of screened-in porches/sun porches shall be governed by the same requirements as those applicable to Decks above, and in addition shall adhere to the following:

- All plans must be approved by the Architectural Review Board prior to beginning construction on any screened-in porch/sun porch
- Siding material must be the same color and composition as the house.
- Roofs must be of the same materials and color as that of the house. Flat roofs are not permitted.
- All porches are to meet applicable municipal and county codes.

Shed/Storage Buildings

Detached free-standing storage sheds are discouraged. Where possible, storage sheds should be attached to the house. In most cases this is less expensive than a freestanding structure and would be more aesthetically pleasing and more convenient. However, if an owner feels he has inadequate storage and there is no structural way to add a storage shed attached to the house, the following minimum criteria applies to free-standing sheds:

1. Siding material must be the same color and composition as the home.
2. Roof must have the same pitch, the same materials and the same color as that of the home.
3. Any shed or accessory building must have a permanent foundation of concrete block, stone, brick or other materials which matches the foundation of the home. Only one shed or accessory building may be constructed on a lot and such shed shall be for a purpose incidental to the residential nature of the lot.
4. Maximum size of any storage shed is 120 square feet (i.e., 10' x 12').

5. Placement of a detached shed in relation to the house should be to the rear of each lot and not in the side yard areas that are highly visible from the street. They must also be located at least 10' from the neighboring property lines.

Shutters, windows & screens: window grilles (partitions) and screens must all be ON or all OFF the street facing sides of the house.

Signs

No sign of any kind shall be displayed on any lot without prior architectural approval except for signs meeting the following criteria:

1. "For Sale" or "For Rent" signs of not more than six (6) square feet in size.
2. Contractor Signs for contractors actively doing work on the home. These signs must be removed within seven (7) days of the completion of the job.
3. Social commentary signs will be treated as political signs. Such political signs shall not be placed on a lot earlier than sixty (60) days before the election and shall be removed within two (2) days after the election is held.
4. Graduation signs can be displayed for thirty (30) days prior to graduation and must be removed seven (7) days after graduation.
5. Celebration signs of other kinds (baby announcements, marriage/engagement announcements) can be displayed for a maximum of fourteen (14) days.
6. Signs of not more than one (1) square foot in size indicating an alarm company or reminding neighbors to pick up pet waste.

Skylights & attic fans

1. The Architectural Committee must approve the addition of a skylight or attic fan that changes the exterior of the roof prior to installation.
2. Guidelines: Skylights and attic fans must be installed to be as inconspicuous as possible. The addition of a skylight must be located on the section of the roof facing the back or either side of the lot. The addition of an attic fan must be located on the section of the roof facing the back of the lot.

Solar Panels

General Considerations: Solar panels/collectors should be visually integrated with the architecture of the house regarding style, location, size and color. Solar panels/collectors shall not be located on the front elevation of any building or on the facade of a structure that faces areas open to common or public areas.

Specific Guidelines:

1. Panels shall have a low profile and be flush mounted to the roof or wall not to exceed 4 inches off of the mounted surface.
2. Panels must be installed on roof and not mounted on ground.
3. Panels shall be static with no tracking mechanisms.
4. The framing, including the bracing joining panels together, shall match the surface it is attached to, either roof or siding if wall mounted.
5. Panels shall not extend above ridge line of roof nor be visible from front of building.

6. Every effort must be taken to camouflage the plumbing and supports for the panels. There should be minimal exposure of piping; piping running down the sides of dwelling is not permitted.
7. Additional meter required for collectors must be landscaped to provide adequate shield.
8. Solar panel requests will be reviewed by the Architectural Review Committee on a case-by-case basis and more information may be required.
9. Any tree removal required to permit increased solar exposure to the panels must adhere to the existing Association tree removal guidelines.
10. No topping or removal of trees on Association common areas/or greenways is allowed.

Submission Requirements:

1. A copy of the site/plot plan and the location of the proposed solar panels as they will be installed (showing visibility from streets and neighboring lots).
2. A drawing showing the proposed layout and dimensions of the solar panels.
3. Actual color sample of the panel to be installed.
4. Photographs of the house showing the proposed locations of the panels and location of additional meter.
5. Catalog, photographs or manufacturer's "cut sheet" of the solar panels and complete specifications on all components, including cables, connections, dimensions and materials and measured distance from mounted surface.
6. Plans for proposed landscape screening for the additional meter.

Swimming Pools & Hot Tubs/Jacuzzis

1. No permanent above ground pools are allowed
2. Hot tubs/Jacuzzis that are to be a permanent part of the deck and/or patio must be approved.
3. Plans and specifications showing the nature, kind, shape, height, materials, construction timeline and location must be submitted.
4. All pools and hot tubs are to meet applicable municipal and county codes.
5. Fencing: all outdoor swimming pools must be completely surrounded by a fence with a height of no less than four feet. The fence must be designed so that a four (4") diameter sphere cannot pass through any opening. An accessory building may be used as part of such enclosure. All gates or doors opening through such fence shall have self-closing and self-latching devices which keep the gate or door closed at all times when not in actual use; however, the door of any dwelling which furnishes part of the enclosure need not be so equipped. Fence materials must be in accordance with the Fencing portion of these Guidelines.
6. All pools and related fencing must comply with applicable county or municipal ordinances and in the event of a conflict between the Covenants, the Guidelines, and the county or municipal ordinance, the more stringent ordinance or provision will control.
7. Plastic, portable baby pools are permitted and should be properly stored when not in use. Baby pools do not require approval.

8. The limited cutting of trees to permit erection of swimming pools may be considered, although other comparable landscaping upgrades will typically be minimally required.

Tree Cutting

Removal of trees of any variety that exceed six inches (6") in trunk diameter, measured at a location twenty-four inches (24") from ground level, requires prior written approval. Failure to comply may subject the homeowner(s) to fine(s) and/or any other penalty allowed by law.

Homeowners must submit an application with required supporting documentation. The application must be reviewed and approved by the Architectural Review Committee (ARC) prior to the start of any tree removal. The tree cutting and removal guidelines and application process are as follows:

- Application form with all required attachments and supporting documentation
 - Plot plan with notation of desired trees to be removed
 - Explanation or rationale for tree removal
 - Pictures of trees identified for removal
 - Homeowners must notify abutting and line of sight neighbors
 - Drainage/Erosion evaluation if appropriate
- Upon completion of tree cutting and removal the homeowner must notify the property management company via email, attesting to work completion and verify number of trees removed

The Architectural Review Committee may conduct a site visit to evaluate any application.

Removal of dead, diseased, damaged trees

Homeowners must follow the process outlined above and may be required to secure a written assessment from a certified Arborist prior to the start of any tree removal.

Emergency tree removal

In the event of storm damage or any other unusual event, homeowners may remove damaged trees posing a danger or threat to safety. Homeowners must still follow the application process outlined above, but prior approval is not required.

Considerations and penalties

Purposely stripping mature trees of their vegetation, topping or otherwise inflicting damage that will result in killing or degrading trees to justify future removal will be treated as equivalent to actual removal under the spirit of the covenants.

Tree Houses

1. No tree house should exceed 10' x 10' or 100 square feet total.
2. The height of the tree house from the ground to the roof peak should not exceed 16 feet.
3. Tree houses should be at least 10' from property.
4. The color of the tree house structure should be earth tones to blend in with the natural surroundings and the roof should be dark tones.

5. All structures should be approved by the architectural committee prior to installing.

Woodpiles

1. All woodpiles must be stacked and maintained in good order. Woodpiles must be located in the least conspicuous place on the lot and must not be visible from the street.
2. Woodpiles are not permitted in front of the house or on driveways.
3. Woodpiles must not be stacked or stored immediately adjacent to any portion of the house.

Additional Notes

1. Soccer, lacrosse goals and other similar equipment should not be left in the front yard when not being used.
2. It is the primary responsibility of each homeowner to maintain his 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.

4865-8619-5279, v. 1

Wellsley (/)



Architecture Request Form

(Please fill in all items and supply all supporting data as requested. Incomplete forms will cause delays in review of your application.)

This architectural request must be accompanied by two (2) different drawings:

1. PLOT PLAN - showing the improvement (i.e. deck, fence, landscaping, parking pad, garden, etc.) and its relationship/distance to property lines, easements, open space, drainage ditches, neighboring homes, etc. (You received a surveyor's plot plan of your home at the time of closing.)

The plot plan should be an official plot plan; Google maps and/or drawings are NOT accepted

Note: Projects for landscaping, tree removal, decks, fences, sheds, parking pad, driveway extensions, gardens and playsets MUST have the official plot plan showing the location of the project.

2. ELEVATION - or "head on" view, as would be seen in a photograph. The elevation drawing should show; height, width, distance above finished grade and details of the proposed request. Be specific in order to expedite the architectural review process. Photographs or brochure pictures should be submitted along with this request when available.

In applying for the above architectural change, I agree to follow to the best of my ability the changes as described and meet any and all codes, permits or other requirements deemed necessary by county, state or other applicable authority.

*****Multiple projects require separate applications*****

******The neighbor signature form is available as a download on the ARC Menu******

Application Date *

Contact Name *

Contact Phone # *

Contact E-mail Address *

Property Address *

Estimated Project Start Date *

Estimated Project End Date *

Description of improvement (Please be specific!) *

Construction Materials to be used (e.g. Hardy Plank, Pressure Treated Lumber, TREX, Vinyl, etc.) *

Siding Color (Please include the color code) *

Front Door Color (Please enter N/A if no color change) *

Shutter Color (Please enter N/A if no color change) *

Trim/Garage Door Color (Please enter N/A if no color change) *

Plot Plan

Elevation Plan

Supporting Attachment 1

Supporting Attachment 2

↑ Choose file...

Neighbor's Signature Form (Blank Document Found Under the ARC Menu)

↑ Choose file...

Choose recipient(s)

Towne Properties

Submit

Wellsley (/)



Tree Removal Request Form

(Please fill in all items and supply all supporting data as requested. Incomplete forms will cause delays in review of your application.)

The removal of a dead, diseased, or damaged tree that poses an immediate threat to a residence does not require architectural approval. However, before removing any dead, diseased, or damaged tree(s) exceeding six inches (6") in trunk diameter without prior architectural approval; property owners must submit tree removal documentation to the management company; including a plot plan or sketch indicating the location on their property of each tree to be removed, an explanation of the need for removal, and a photograph of each tree clearly illustrating its condition warranting removal. If a picture cannot illustrate the condition of the tree, architectural approval is necessary for removal of the tree. Absolutely no healthy trees exceeding six inches (6") trunk diameter are to be removed without prior Architecture/Landscape Committee approval.

In applying for the tree removal/planting detailed below, I agree to follow to the best of my ability the changes as described and meet any and all codes, permits or other requirements deemed necessary by county, state or other applicable authority.

Application Date: *

Click to select date...

Tree Removal Request Type *

- Healthy Trees
- Dead/Dying/Fallen Trees
- All of the above

Contact Name: *

Contact Phone #: *

▼ (201) 555-0123

Contact E-mail Address: *

Property Address: *

Estimated Project Start Date: *

Click to select date...

Estimated Project End Date: *

Click to select date...

Description of Tree Removal Project: (NOTE: Please be specific. Why are you removing these trees?) *

Total # of trees being REMOVED: (put in N/A if it's zero) *

Type of tree(s) being REMOVED: (put in N/A if it's zero) *

Total # of tree(s) being PLANTED: (put in N/A if it's zero) *

Type of tree(s) being PLANTED: (put in N/A if it's zero) *

New tree planting will be concluded no later than: *

Click to select date...

Neighbor's Signature Form (Blank Document Found Under Downloads) *


↑ Choose file...

Plot Plan *

↑ Choose file...

Choose recipient(s)

Pictures of Tree(s) *

 Choose file...

TOWNE Properties

Submit

BYLAWS
OF
WELLSLEY COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Wellsley Community Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located in Wake County, North Carolina, but meetings of members and directors may be held at such places within the State of North Carolina, County of Wake, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Wellsley Community Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions for Wellsley and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, as more fully described in the Declaration.

Section 4. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties, as more fully described in the Declaration, with the exception of the Common Area and dedicated streets and shall include the dwelling constructed thereon.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to High House Properties, a North Carolina general partnership, its heirs, successors and assigns, if Declarant shall expressly convey its

rights as developer under the Declaration to such heir, successor or assign.

Section 7. "Declaration" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Wake County, North Carolina. Except as otherwise herein defined, the capitalized terms used herein shall have the meaning set forth in the Declaration.

Section 8. "Member" shall mean and refer to those persons or entities entitled to membership with voting rights as provided in the Declaration and in Article III of these Bylaws.

ARTICLE III

MEMBERSHIP AND PROPERTY RIGHTS

Section 1. Membership. All Owners and Declarant shall be Members of the Association. The voting rights of the Members shall be as provided by the Declaration. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. The president of the Association shall have the authority to require that such multiple Owners of a Lot file a Certificate with the Secretary of the Association, signed by all of the Owners, designating the person entitled to cast the vote for such Lot. Such Certificate shall be valid until revoked by a subsequent Certificate. If such Certificate is not filed when required, the vote of such Owners shall not be considered in determining the requirements for a quorum or for any other purpose.

Section 2. Property Rights. Each Member shall be entitled to the use and enjoyment of the facilities as provided in the Declaration. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, to his tenants, or to contract purchasers who reside on the Properties.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of

each year thereafter at such time and place as the Board of Directors may prescribe.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Waiver by a Member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE V

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors who need not be Members of the Association. The first annual Board of Directors shall consist of three (3) persons. Each succeeding Board of Directors shall consist of no less than three (3) and no more than five (5) persons.

Section 2. Term of Office. At the first annual meeting the Members shall select two (2) directors for a term of two (2) years and one (1) director for a term of one (1) year; and at each annual meeting thereafter the Members shall elect directors for a term of two (2) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting to serve until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place and with such notice as shall be determined by resolution of a majority of the Directors.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members, and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to the use of any recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment, dues or charge levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) contract for the benefit of the Properties and to delegate to such contractors all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or membership of the Association. The undertakings and contracts authorized by the initial Board of Directors (including contracts for the management of Wellsley) shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by any Board of Directors duly elected by the membership after the recording of this Declaration, so long as such undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the Association in accordance with the Declaration, the Articles of Incorporation and these Bylaws; and provided further that, any undertaking or contract entered into by the Association at a time before the Declarant has transferred control of the Association to Lot Owners shall contain a provision reserving the right of the Association to terminate such undertaking or contract upon not more than ninety (90) days written notice to the other party(ies) thereto.

(f) employ attorneys to represent the Association when deemed necessary.

(g) sell, transfer or trade Common Area.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period (provided, however, that failure of any Owner to receive such

notice shall in no way affect the obligation of such Owner to pay annual assessments); and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain insurance covering the Association, its directors, officers, agents and employees and procure and maintain adequate hazard insurance on the real and personal property owned by the Association as follows:

(1) A policy of property insurance in an amount equal to the full replacement value (i.e., 100% of current "replacement cost" excluding land, foundations, excavations, streets and parking facilities) of the Common Area owned by the Association (including all building service and related equipment) with an Agreed Amount Endorsement or its equivalent, if available, or an Inflation Guard Endorsement. Such insurance policy must protect against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief and windstorm. If coverage is available, the policy may include coverage for water damage.

(2) A comprehensive policy of public liability insurance insuring the Association in an amount not less than One Million Dollars (\$1,000,000.00) for claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against liability for non-owned and hired automobiles and liability for property of others, and, if available, may include coverage for water damage.

(3) If the Association elects to manage its own affairs and directly receive and disburse its own funds (or, if in addition to professional management, the officers or directors of the Association can and do directly receive or disburse the monies of the

Association), the Board of Directors shall maintain fidelity coverage against dishonest acts by the Association's officers, directors, trustees and employees, and all others who are responsible for handling funds of the Association. If the Association employs a professional property management person or firm to manage the Association and to receive and disburse the monies of the Association, then such professional management person or firm shall have adequate fidelity coverage against dishonest acts and the existence of such coverage shall satisfy the requirement of this paragraph.

Any such fidelity bonds shall name the Association as an obligee; shall be written in an amount equal to at least 150% of the estimated annual operating expenses of the Association, including reserves; shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Association and to any Institutional Lender who has given the notice required under Article VIII, Section 3, of the Declaration.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) maintain any dedicated streets within the Properties which are not accepted for dedication by an appropriate governmental authority;

(i) maintain such properties and perform such services as set out in the Declaration.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and one vice-president, who shall at all times be members of the Board of Directors, a secretary, assistant secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create, including additional vice-presidents who need not be members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term; Compensation. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve. No officer shall receive compensation for services rendered in such capacity to the Association; provided, however, that an officer may be reimbursed for actual expenses incurred in the performance of such duties.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary and Assistant Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on

all papers requiring said seal; serve notice of meetings of the Board and of the Association together with their addresses, and shall perform such other duties as required by the Board. The assistant secretary shall assist the secretary and act in the place and stead of the secretary in the event of his or her absence.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by an independent certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE X

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, and any Institutional Lender, as that term is defined in the Declaration. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

WORKING CAPITAL FUND

In order to insure that the Association will have sufficient monies available to meet operational needs during the initial months of the Property's existence, the Association shall estab-

lish a Working Capital Fund. At the time of the closing of the first sale of each Family Dwelling Unit from a builder to a third-party owner, the third-party owner thereof shall pay into such Fund an amount equal to two-twelfths (2/12ths) of the current annual assessment established by the Association. No such payments made into the Working Capital Fund shall be considered advance or current payment of regular assessments. All monies paid into the Working Capital Fund shall be held and administered by the Association in accordance with the terms of the Declaration and these Bylaws.

ARTICLE XIII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of the assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Wellsley Community Association, Inc., North Carolina.

ARTICLE XV

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by the vote of a majority of the quorum of Members present and entitled to vote in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles shall control; in

the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflict between the Articles and the Declaration, the Declaration shall control.

ARTICLE XVI

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Wellsley Community Association, Inc., a North Carolina corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 1993.

W. L. V. Hess
Secretary

(CORPORATE SEAL)