

**MEMORANDUM**  
**REGARDING WINCREST COVENANTS, CONDITIONS AND RESTRICTIONS**

**TO: Wincrest Residents**

**FROM: Board of Directors**

**DATE: August 25, 2006**

**RE: Wincrest Homeowner's Association, Inc.'s Covenants, Conditions and Restrictions**

---

This summary is for the purpose of keeping you informed as to certain rules applicable to your home ownership in Wincrest. Hopefully, you will retain this memorandum for future reference. Please understand that we are emphasizing key areas and that this memorandum does not cover all the issues which may arise under our Covenants, Conditions, and Restrictions ("CC&R's").

1. Each Lot in Wincrest is subject to the CC&R's, which are recorded in the Union County Register of Deeds Office, Deed Book 1379, and Page 54. When you purchased your home in Wincrest, you agreed to comply with the CC&R's. This applies even if your real estate agent or attorney failed to discuss the CC&R's with you.
2. Our CC&R's provide for a homeowners association, the Wincrest Homeowners Association, Inc., ("WHOA"), and as a property owner, you are a voting member of WHOA.
3. As provided in the CC&R's, maintenance assessments are collected by WHOA and used to maintain the common area in our neighborhood which is owned by WHOA.
4. If you are interested in reviewing our maintenance assessment rules, then Article V of the CC&R's sets forth all the procedures with respect to the use of assessments, the determination of assessment rates, WHOA's lien rights for unpaid assessments, and the remedies available to collect past due assessments.
5. Our CC&R's also contain procedures governing architectural matters in Article VI of the CC&R's. Generally speaking, the CC&R's establish an architectural review board ("ARB"), which is charged with the responsibility of maintaining the architectural integrity of our community. Under the CC&R's, members of the Board of Directors serve as the ARB. In summary, all improvements to your property in

WHOA are required to be submitted to the ARB for approval prior to the time that such improvements are constructed. Since this is such an important issue, we have decided to quote the applicable provisions of the CC&R's so that you will have a clear understanding of these requirements as follows:

"No building, fence, wall, sidewalk, hedge, obstruction, driveway or other structure shall be commenced, erected or maintained upon any Lot nor shall any exterior addition, change or addition thereto (including change of color) be made without the prior written approval of the Declarant (ARB). The areas over which Declarant (ARB) shall have control shall include, ... the location and manner of construction of any driveway, swimming pool, patio, mailbox or other exterior improvements, and the composition and color of all material used on the exterior of any structure. Declarant (ARB) shall also have control over the removal of any trees or other vegetation from any Lot and no party shall grade, excavate upon or otherwise alter the topography of any Lot or remove any tree greater than a 5" caliper or other vegetation therefrom without obtaining the prior written approval of Declarant (ARB)."

6. The procedure to be followed in seeking the ARB's approval is to submit plans and specifications to ARB showing the nature, shape, height, materials and locations of any requested improvement. Under the CC&R's, an application is deemed to be approved if action is not taken by the ARB to approve or disapprove an application within thirty (30) days after plans and specifications have been submitted to the ARB.
7. The CC&R's contain certain specific use restrictions and they are summarized below. In some instances, these use restrictions are very specific, and we suggest that you review Article VII of the CC&R's for a more detailed statement of these. The use restrictions are summarized as follows:
  - (a.) All Lots must be used for residential purposes;
  - (b.) No outbuildings can be erected on a Lot unless the same is incidental to the residential use of the Lot;
  - (c.) All buildings must be located within the building set backs, which are shown on the recorded plats of our property. These plats are recorded in the Union County Register of Deeds Office. In addition, all set backs required by the Union County Zoning Ordinances must be complied with;
  - (d.) All storage buildings and outbuildings erected on our Lots must be constructed of material of good quality and appearance. In addition, such buildings must have exterior finishes and colors similar to the exterior finish and color of main dwellings. No metal outbuildings or metal storage buildings are permitted;

- (e.) All exterior clothes hanging lines must be stored directly behind a residence so as not to be visible from any point on the street in front of the residence;
- (f.) No obnoxious or offensive activity is permitted to be carried on or exist upon any Lot. The Board considers the failure to maintain one's property as being in violation of this CC&R, including (but not limited to) the failure to maintain one's property in a current state of repair, the failure to maintain landscaping, fencing, out buildings, etc.;
- (g.) There is a perpetual easement for utility purposes over the front and rear fifteen feet (15') of each Lot, and seven and one-half feet (7 ½') adjacent to all side Lot lines;
- (h.) All signs are prohibited from being placed on a Lot except one sign of not more than five square feet (5 ') advertising the property for sale or rent;
- (i.) No animals, livestock or poultry of any kind shall be raised, kept or bred on any Lot, except that dogs (with a limit of two [2] exterior dogs), cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Animals are required to be kept on the owner's Lot, but are permitted on the Common Areas, provided the animals are leashed and under the control of the owner. The owners are requested to clean up after their animals.
- (j.) Article VII, Section 20, contains the language controlling the use of fences within WHOA. Generally speaking, no chain length or barbed wire or wire mesh fence is permitted to be used in our neighborhood. However, a wood rail fence with wire mesh attached is permitted. Furthermore, no fences, including invisible fencing, is permitted to be erected on any Lot closer to any street line than the rear corners of the residence. Furthermore, the Board has the authority to establish further guidelines with respect to the construction of fencing within the neighborhood;

- (k.) All swimming pools and trampolines must be located to the back of the dwelling. The CC&R's strictly prohibit the construction of above-ground swimming pools; an exception to this allows the use of children's inflatable pools.
  - (l.) The CC&R's prohibit the parking of commercial trucks upon our property over 26,000 GVW (gross vehicle weight). Furthermore, no camper or light recreational vehicle, school bus, boat or boat trailer, nor any other vehicle, craft or watercraft, is permitted to remain on a Lot unless it is located so as not to be visible from any street or road within our neighborhood. In addition, these vehicles may not be parked in the street, in a driveway, or in the front yard or side yard of any lot, except as expressly permitted by the Board of Directors of WHOA;
  - (m.) No wrecked or junked motor vehicles or vehicle without current license plate and registration and current valid inspection is permitted to remain in our neighborhood.
  - (n.) The CC&R's contain strict prohibitions against the operation of certain vehicles within our neighborhood or within the common areas as follows: motorized, unlicensed, recreational vehicles including, but not limited to, all terrain vehicles, dirt bikes, and go-carts.
  - (o.) No basketball goal supports are permitted to be erected or placed within any street right-of-way or in front of the rear corners of a residence within our neighborhood.
8. Basically, the enforcement of the CC&R's not involving past due assessments can be handled in one of two ways, as follows:
- (a.) By a petition to the courts for an injunction requesting that the court enjoin an alleged violation of the CC&R's; or
  - (b.) By an informal hearing process before the Board of Directors whereby the Board can impose fines of up to One Hundred Dollars (\$100.00) per day if it determines that the CC&R's have been violated.

Please direct any inquiries you may have regarding this Memorandum to the Board of Directors, Wincrest Homeowners Association, Inc. P. O. Box 2471 Indian Trail, NC 28079 or E-mail: [wincresthoa@yahoo.com](mailto:wincresthoa@yahoo.com)

As stated herein, we are providing you with this summary for informational purposes. We hope that it will be helpful to you in understanding the important role our CC&R's play in maintaining property values in our community.