

RULES AND REGULATIONS
FOR
THE GARDEN AT HOMEWOOD PLACE
Homewood, Illinois

A beautiful community with gardens for people 55 and over

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Introduction

Condominium ownership is a shared living experience. For the full enjoyment of this experience and for a smooth and effective operation of the community. It is essential to spell out the mutual obligations and restrictions and to establish rules and regulations.

Many important rules and obligations are set forth in your Declaration and Bylaws. Many of these are repeated in here as well. For a full understanding of all the rules and regulations read the Declaration and Bylaws fully. If there is a conflict between these Rules and Regulations described below and the Declaration, the Declaration as may be amended shall control. The rules and regulations below are meant to supplement those in the Declaration and Bylaws. The rules that are set forth in the Declaration may be terminated only in accordance with the procedure for amending the Declaration as set forth in the Declaration.

Among other things the Board of Directors may adopt reasonable Rules and Regulations for the maintenance, health, comfort, safety, and general welfare of the Owners and Residents, and the Property.

Experience has shown that cooperation and compliance with the Rules and Regulations are necessary so that all may enjoy the attractive environment that makes The Garden at Homewood Place an outstanding place of residence and community. Compliance with the rules will ensure that the Association functions as a community. Compliance is largely voluntary, although sanctions may be imposed if regrettably necessary. However, these procedures stated here will help Owners and the Board ensure a pleasant atmosphere for all residents.

In a community environment, not every circumstance can or even should be covered by a specific written rule. An overly obsessive focus on minor rules and minor rule infractions is also not very conducive to a positive community environment. Sometimes good judgment and an awareness of what is expected are sufficient to help guide us through facts and circumstances not specifically addressed in the Rules and Regulations. To this end, the concept of Community-Wide Standards has been established. Owners have purchased a home in The Garden at Homewood Place with certain expectations of what they would like the community to be like. The Community-Wide Standards described below and as may be established from time to time by the Board or Association are intended to provide some guidance as to the type of community the Owners generally expect and find desirable. Sometimes the standards are evident even without being written simply by observing the community or by use of common sense and demonstrating mutual respect.

Community-Wide Standards

The Garden at Homewood Place is intended to be a positive and attractive environment where friendships and good relationships with neighbors are important and are nurtured. Mutual respect and a spirit of cooperation are vital foundations to the community and

successful community living. The community is intended to be one where owners share a mutual interest in the well-being of other Owners and Residents.

Serenity and peacefulness are important aspects of this community. A sense of security for all residents is highly desirable. Conduct and activities should be consistent with these concepts. Residents are encouraged to be aware of who is properly in their community and to help their guests act responsibly and consistent with these Community-Wide Standards.

The community is intended to be one that is well landscaped and maintained and very attractive. The physical beauty of a community can be an important aspect of its desirableness as a place to live and to its property values. Attention to detail in landscape and building maintenance and avoidance of conduct which is harmful to the gardens, landscaping and buildings is desired. Continuing emphasis on gardens and attractive outdoor spaces including treating the entire community as an integrated botanical garden with interesting and diverse planting is preferred. Use of pesticides and chemicals harmful to humans and wildlife, except in the case of careful and judicious pest control, is discouraged. Creating a natural-like habitat for birds and butterflies is consistent with the concept of the community.

The architecture and style of community is to be preserved. It is intended to be warm, friendly, tasteful and elegant, and not filled with visual clutter like lawn chairs and lawn ornaments. What one person may find attractive or cute in front of his or her home, others may regard as "cheesy" or distracting. We might all agree that the pink flamingos, the lady bent over with the petticoat showing and the cowboy silhouette leaning up against the tree might not reflect the Community-Wide Standards, but other examples might be less clear and might open the door to a proliferation of such items or controversy. To avoid this type of issue, only the Board or the Association may install any hardscape or ornamentation outside the Private Garden. Please remember that the space outside the Condominium Unit is Common Area and, subject to certain rights of the Owner in the Private Garden and other Limited Common Area belongs to and is the property of the community as a whole through the Association.

Although grounds will be generally maintained by a professional landscaping firm engaged by the Association. Owners are encouraged to voluntarily participate in the proper care and maintenance of the more delicate plantings consistent with the guidelines of the Board and proper practices. This may include occasional things like participating in a Community Garden planting day or dead-heading spent blooms when appropriate or moving or dividing plants. These activities are intended to be enjoyable and enriching voluntary activities without any pressure of participation. Owners are encouraged to try out their green thumbs and contribute to the beauty and vitality of the community. An Owner may also decide that gardening is not for him or her and that is perfectly acceptable.

The Garden at Homewood Place is principally for people 55 and older. Strong family relationships including those with children and grandchildren are important. Children are people like others are welcome visitors subject to the restrictions on their occupancy.

Their experiences visiting owners and residents should be positive and enjoyable for everyone, all in the context of the understanding that the community is nevertheless established and designed to serve the needs and tastes of mature adults. Gardening and learning about the plants in the community are excellent activities for children and guests.

The Community-Wide Standards include the principles and guidelines described above and the Rules and Regulations described below.

Rules and Regulations

Certain rules and regulations and other restrictions and limitations taken from the Declaration and the Bylaws are recited or referred to below and appear in boldface type. The relevant Section numbers of the Bylaws or Declaration are cited for reference and for a complete reading. Additional rules and regulations also appear below. The rules and regulations appearing below which are not in the Declaration or the Bylaws may be modified by the Board of Directors in the normal course of its activities. The rules and regulations set forth in the Declaration may be modified only by amendment to the Declaration in accordance with the procedure for amendment set forth in the Declaration in Section 18.1.

Rulemaking. The Association, through the Board, may make, modify, amend, cancel, limit, create exceptions to and enforce reasonable rules governing the use of the Property and/or conduct thereon, consistent with the rights and duties established by the Governing Documents, including, without limitation, rules limiting the use of the Common Area and Facilities by visitors, including visiting children and Occupancy of the Condominium Units. Such rules shall be binding upon all Owners, Residents, guests, invitees, and licensees, if any, until and unless overruled, canceled, or modified in a regular or special meeting of the Association by the vote of a majority of the total vote in the Association. (Declaration Section 9.03(a))

Use of the Property. The Property shall be used only for residential, recreational, and related purposes which may include, without limitation, offices for any managing agent or agents retained by the Association or business offices for the Declarant or the Association consistent with this Declaration and any Supplemental Declaration. Declaration Article XIII (preamble).

Signs. No sign shall be erected within the Property without the written consent of the Board, except those required by law, including posters, circulars and billboards; provided, one (1) "for sale" (but not "for rent" or "for lease") sign appearing professionally prepared not exceeding 11 inches by 17 inches may be placed by the Owner on the inside of a window of his or her Condominium Unit and security system signs and decals may be placed on windows, doors and discretely outside the Condominium Unit or as otherwise limited by the Board. During the Development Period, the Declarant shall have the right to erect or permit signs as it, in its sole discretion, deems appropriate, including, without limitation,

"for sale", "sold", promotional, development, construction, entry and directional signs.
(Declaration Section 13.01)

Vehicles and Parking. Except when used in connection with construction, repair, delivery, or other such authorized activity on the Property or by or with the consent of Declarant during the Development Period, no commercial vehicle, recreational vehicle, snow mobile, motorcycle or other motorized vehicle and no boat, trailer, hitch or other similar personal property shall at any time be parked or stored on any portion of the Property other than in a garage.

There shall be no parking on roads or driveways designated as "fire lanes" by the Municipality or as prohibited by the Board, Declarant or the Municipality or in any manner that obstructs or may obstruct emergency vehicles or ingress or egress to a Condominium Unit. Subject to the provisions of the Governing Documents, vehicles permitted herein may be parked in front of the garage doors of a Condominium Unit only with the permission of the Owner or Resident of such Condominium Unit. The Board may establish such other parking rules and regulations as it deems appropriate for the safety, welfare and security of the Residents and the Property. (Declaration Section 13.02)

Only operable vehicles shall be maintained on the Property. Although not mandatory, Owners shall make a reasonable effort to park vehicles overnight in the garage and not on the driveways.

The speed limit on the property shall be 9 miles per hour.

ALL OWNERS MUST REGISTER THEIR VEHICLES WITH THE MANAGEMENT COMPANY. All vehicles must have a valid license plate and village sticker. Any vehicles that do not have a current and valid license plate and village sticker or the acts of the owner and condition of the vehicle clearly indicate that it has been abandoned WILL BE TOWED AT OWNER'S EXPENSE.

Off-Street parking area (CLUB HOUSE) is available for the short-term parking use of all Owner's' guest. Vehicles left over 24 hours may be towed at the Owner's expense.

There will be snow ban parking in effect during the winter months (November thru March). This will allow snow plow to effectively clear driveways and parking areas.

Any vehicle that is in need of REPAIR or left unmoved in the same spot for 12 days or more will be deemed abandoned and will be towed at the Unit Owner's expense.

Occupants Bound. All provisions of the Governing Documents shall also apply to all Residents, guests, and invitees of any Condominium Unit. Every Owner shall cause all Residents, guests and invitees of his or her Condominium Unit to comply with the foregoing, and every Owner shall be responsible for all violations and losses to the Common Area and Facilities caused by such Residents, guests and invitees notwithstanding the fact that such Residents, guests and invitees of a Condominium Unit are fully liable and may be sanctioned for any violation. If the act or omission of an Owner, Resident, guest, household member, visitor, invitee, family member or household pet of such Owner, shall cause damage to the

Common Area and Facilities or to a Unit owned by another Owner, or maintenance, repair, or replacements shall be required that shall otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, to the extent that such damage is not covered by fire or other form of hazard insurance. (Declaration Section 13.03)

Animals and Pets. No animals of any kind, including livestock and poultry, shall be raised, bred, or kept on any portion of the Property, except that for each Condominium Unit there shall be permitted up to a total of two (2) dogs or three (3) cats and a combination of dogs and cats not to exceed three (3) in total, and a reasonable number, as determined by the Board, of other usual and common household pets, subject to compliance with applicable local codes. In no event, however, shall monkeys, snakes, pigs, ferrets or animals which may be regarded as "dangerous" or "wild" if loose be permitted in any Condominium Unit. Pets are not allowed to roam free and are not allowed in the Community Center or Community Garden. Pets which are permitted to roam free, or which, in the sole discretion of the Association, make objectionable noise, endanger the health or constitute a nuisance or inconvenience to the Owners of other Condominium Units or the owner of any portion of the Property shall be removed from the Property upon request of the Board. If the Owner fails to honor such request, the pet may be removed by the Board. The Board may adopt reasonable rules designed to minimize damage and disturbance to other Owners and Residents, including rules requiring damage deposits, waste removal, leash controls, noise controls, pet occupancy limits based on size, weight and facilities of the Condominium Unit and fair share use of the Common Area and Facilities; provided, however, any rule prohibiting the keeping of ordinary household pets shall apply prospectively only and shall not require the removal of any pet which was being kept on the Property in compliance with the rules in effect prior to the adoption of such rule. Nothing in this provision shall prevent the Association from requiring removal of any animal that presents an actual threat to the health or safety of Residents or from requiring abatement of any nuisance or unreasonable source of annoyance: No pets shall be kept, bred, or maintained for any commercial purpose. (Declaration Section 13.04)

Rules regarding pets are subject to federal and state exemptions pertaining to animals providing assistance to persons with disabilities. Pets, including cats, should be on leashes when outdoors outside the Private Garden. Cats should be "indoor" cats and should not be allowed to roam freely at any time day or night since they endanger the bird habitat that the community seeks to encourage and for other reasons. Pets are not allowed in the flowerbeds and other such areas and are restricted to lawns, paved surfaces and walking paths. All animal wastes are to be picked up and disposed of immediately and properly, but not in the storm drains.

Quiet Enjoyment. Nothing shall be done or maintained on any part of a Condominium Unit or Private Garden which emits foul or obnoxious odors outside the Condominium Unit or Private Garden or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the Residents and invitees of other Condominium Units. No activity shall be carried on upon any portion of the Property, which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the Residents and invitees of other Condominium Units. (Declaration Section 13.05)

A garage may be used in connection with hobby activities such as woodworking so long such activity does not create undue noise, does not raise the rate of insurance or increase the risk of hazards such as fire.

Unsightly or Unkempt Conditions. All portions of the Property outside the Condominium Unit shall be kept in a clean and tidy condition at all times. Each Owner shall be responsible to keep clean and tidy his or her Private Garden. No rubbish or debris of any kind shall be placed or permitted to accumulate adjacent to any Condominium Unit so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other portion of the Property. No other nuisance shall be permitted to exist or operate in any Condominium Unit or private Garden so as to be offensive or detrimental to any other portion of the Property. No activities shall be conducted in or adjacent to any Condominium Unit or Private Garden which are or might be unsafe or hazardous to any Person or property. No open fires shall be lighted or permitted on the Property, except in an approved outdoor fireplace, in a barbecue unit while attended and in use for cooking purposes or in a properly planned and supervised burn to control weeds and invasive plants in the detention area or other appropriate area. No Owner shall engage in any activity which materially disturbs or destroys the vegetation, wildlife, or air quality within the Property or which results in unreasonable levels of sound or light pollution which conflicts with the applicable Community-Wide Standards. No benches, tables or chairs shall be left on, nor athletic equipment, basketball hoops, lawn ornaments, structures, or other such items placed upon the Common Areas and Facilities without the prior consent of the Board and subject to any Rules and Regulations or other limitations or restrictions established by the Board. The Board or Declarant during the Development Period may designate an area or areas for low impact recreational activities such as bocce ball, horseshoes, birding and gardening. (Declaration Section 13.06)

In order to maintain a pleasant and uniform appearance to the Property which does not detract from the architecture and landscaping, Owners must avoid creating visual clutter on the property. Personal property may be left by Owners in the Private Garden area but not elsewhere in the Common Area without the written approval of the Board. Effort should be made by Owners and Residents to keep such personal property below and behind the fence which is around the Private Garden.

Storm doors and screen doors are to be purchased by the Owner. No such door may be installed which does not exactly comply with the specifications (even including style, color, make and model) established by the Board and, during the Development Period, established by the Declarant. The Owner has the obligation to maintain in good repair at the Owner's expense such doors and all screens on perimeter doors and windows. No Owner shall alter the color or appearance of any Common Area and Facility, without limitation, including perimeter doors, garage doors, fences, shutters, windows, siding, and roofing.

Antennae. Standard TV antennas to be located in the attic space, if any, above the garage and other over-the-air reception devices so located shall be permitted provided that they are professionally installed in a safe manner in accordance with applicable manufacturers specifications and they do not interfere with the use and enjoyment of any other Condominium Unit. Satellite dishes of less than twenty inches (20") in diameter shall be

permitted upon the Property but shall be located in as unobtrusive a location as possible. Subject to prior Board approval as to size, location and manner of installation, each Owner is hereby granted an easement on the exterior wall of his or her Condominium Unit to professionally affix a satellite dish conforming to the limitations herein or otherwise established by the Board. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus (of any size) for a master antenna, cable, or other communication system for the benefit of all or any portion of The Garden at Homewood Place, should any master system or systems require such exterior apparatus. Such Owner shall be responsible for any damage caused by such installation, the cost of removing such installation and for restoration of such Common Area and Facility to original condition. (Declaration Section 13.07)

Fences. No wall, dog run, animal pen, or fence of any kind shall be constructed on any Common Area, except as initially done by or through Declarant or as otherwise approved by the Board, in the Board's sole discretion, consistent with any Property-wide guidelines that the Association may or may not establish. (Declaration Section 13.08)

Exterior Lighting. Except for seasonal holiday decorative lights, which may be displayed between November 15 and January 15 only, all exterior lights must be approved by the Board. (Declaration Section 13.09)

Time-Sharing. No Condominium Unit shall be made subject to any type of timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Condominium Unit rotates among members of the program on a fixed or floating time schedule over a period of years. (Declaration Section 13.10)

Firearms/Fireworks. The discharge of firearms or fireworks within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Nothing herein shall be construed to prohibit the Declarant or the Association from using portions of the Common Area from time to time to put on a firework show. (Declaration Section 13.11)

Fireworks shows are subject to local codes and applicable statutes.

Pesticide: Pest and Weed Control. The Board may establish procedures and limitations with respect to the use of pesticides, insecticides, chemicals and other such materials in the Common Areas, without limitation, including the Private Gardens. The use of insecticides, herbicides and other pest control chemicals and substances not expressly approved by the Board and by Declarant during the Declarant Control Period is prohibited. (Declaration Section 13.12)

It is understood that much of the runoff of water from the Property enters the storm sewers and then passes through the detention area before entering the municipal storm water system. Inappropriate chemicals, pesticides, insecticides and fertilizers used by Owners may travel with the storm water and damage the plants and ecosystem maintained in the detention area. Additionally, residents may be allergic to certain chemical and insecticides or otherwise wish to avoid them. Care must be taken by Owners to avoid spoiling the detention area plants and to avoid impacting other Residents and planted areas in the

community.

Business Use; Leasing. No business or trade, garage sale, moving sale, rummage sale, or similar activity shall be conducted in or from any Condominium Unit or Private Garden, except that an Owner or Resident may conduct ancillary business activities within the Condominium Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Condominium Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve regular visitation of the Condominium Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of Residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. "Business and trade" shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the family of the producer of such goods or services and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (a) such activity is engaged in full or part time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

The Garden at Homewood Place is intended to be an Owner-Occupied community. Except as otherwise provided in this Section 13.13, the leasing or rental of a Condominium Unit without the express written consent of the Declarant during the Development Period, or the Board, thereafter, is prohibited. Such consent may be granted, denied or withheld at the sole and exclusive discretion and decision of the Declarant or the Board, as the case may be, for any reason or for no reason whatsoever. After the Development Period, such consent may be granted by the Board only in cases of extreme hardship or for humanitarian reasons. Other than Declarant, only an Owner who was previously Occupied the Condominium Unit may request the Board's consent and lease the Condominium Unit. The Declarant or the Board may impose such conditions, restrictions, duration and limitations on such lease as it shall in its sole discretion and decision determine. Except by Declarant, leasing of a Condominium Unit by an Owner who acquired the Condominium Unit for investment purposes and without the intention to personally Occupy the Unit is prohibited. Notwithstanding anything in this Section to the contrary, this Section shall not apply to any activity conducted by the Declarant with respect to its development, sale, lease, use or other disposition of the Property or of any Condominium Units which it owns within the Property. (Declaration Section 13.13)

The Board may, in its sole discretion, approve a garage-sale, yard sale, garden walk or plant sale as a community-wide activity subject all rules, procedures and security considerations that the Board may establish.

Occupancy Limit. Condominium Units shall not be occupied by more than two (2) persons per bedroom in the Condominium Unit except for brief and temporary visitation. (Declaration Section 13.14)

Trash Containers and Collection. No garbage or trash shall be placed or kept outside any Condominium Unit, except in covered containers of a type, size and style which are approved by the Board or as required by the applicable governing jurisdiction and, if applicable, the private collection contractor. In no event shall such containers be maintained so as to be visible from outside the Condominium Unit unless they are being made available for collection and then only for the shortest time reasonably necessary to affect such collection as the Board shall otherwise reasonably specify. All rubbish, trash, or garbage shall be removed from the Condominium Units and Private Gardens and shall not be allowed to accumulate therein or thereon. No outdoor incinerators shall be kept or maintained in any Private Garden. (Declaration Section 13.15)

The Board may establish times during which trash containers may remain outside of the Condominium Unit for collection. The Board may also establish a schedule of fines to be assessed against the Owners and Residents who fail to remove containers from the outside within the time proscribed by the board.

Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on the Property and no clothes, sheets, blankets or of any kind shall be hung outside on any portion of the Property. (Declaration Section 13.16)

Snowmobiles Prohibited. The operation of snowmobiles or similar mechanized snow vehicles within the Property is prohibited. (Declaration Section 13.17)

Skiing. Cross-country skiing within the Property shall be restricted to marked trails, if any, established by the Association. (Declaration Section 13.18)

Bird and Squirrel Houses. No Private Garden shall be allowed to have more than three (3) bird, squirrel or similar houses and feeders or combinations thereof, and such houses and feeders shall be mounted on a pole or poles so that the total height of the pole(s) and house(s) does not exceed seven (7) feet. With exception of the foregoing, feeding of wildlife by Residents is prohibited, except pursuant to a program established or approved by the Board. (Declaration Section 13.19)

The Board may establish rules, procedures and other limitations with respect to the subject matter in this section.

Flags and Flagpoles. Except by the Association in the Common Area and facilities, no flagpole shall be erected on the Property. For purposes of displaying a flag, Owners may utilize a flag-holder, if any, installed by Declarant or the Association on the fence around the Private Garden or on the side of the Condominium Unit, as the case may be. (Declaration Section 13.20)

Water Elements. Subject to Declarant approval during the Declarant Control Period and the Board thereafter as to design, size, and function, Owner may install a safe, shallow water element, pond or fountain in the Private Garden. (Declaration Section 13.21)

Any such installation in the Private Garden shall be subject to the Community-Wide

Standards including the other rules herein and any municipal rules and ordinances.

Drainage systems, catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions, debris or other fluids shall be placed in these areas. No Person other than Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across the Property for the purpose of altering drainage and water flow. (Declaration Section 13.22)

Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed in any Condominium Unit. (Declaration Section 13.23)

Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation other than silk flowers shall be permitted on the exterior of any portion of the Property except in the Private Garden or other Limited Common Area. Exterior sculpture, structures, fountains, trellises, pergolas and similar items located in the Private Garden and visible from a roadway or common driveway must be approved by the Board or meet guidelines, if any, established by the Board or permitted in this Declaration. Owner may not place such items or other structures in any other portions of the Common Area and Facilities. (Declaration Section 13.24)

Only planters and beige, white or other neutral decorative benches or chairs may be left on the porch by the front entrance to the Condominium Unit. Only garden and patio table umbrellas, bench swings and furniture or similar items may protrude or be visible above the knee around the Private Garden without the written approval of the Board. Such visible items should be tasteful and reflect the fact that such items appear prominently from the front of the homes and are part of the streetscape of the community. Furniture, such as lawn chairs or vinyl stackable chairs that typically are used for backyards should not be visible from outside the Private Garden. The Board in its sole discretion may establish procedures, limits, restrictions, guidelines and rules including aesthetic guidelines and rights of prior approval with respect to any objects visible from outside the Private Garden.

Smoking. There shall be no smoking in the Community Center or the Community Garden. (Declaration Section 13.25)

Alcoholic Beverages. There shall be no alcohol served or consumed in the Community Center, the Community Gardens or elsewhere in the Common Area and Facilities; provided, however, light alcohol consumption is permitted in a Private Garden. Upon an affirmative vote of two-thirds (2/3) of the Voting Members, the Association may establish rules and guidelines which permit light consumption of alcohol in the Community Center and Community Gardens, but only during an event for which an Owner has reserved an entire room in the Community Center and then only in accordance with the rules, regulations and conditions that the Association may, in its sole discretion, establish. (Declaration Section 13.26)

Community Center Use by Non-Residents. The Community Center is intended for the use of Residents and their guests. Use of the Community Center shall be

subject to rules and limitations established from time to time by the Board. A Person who is not a Resident (including, without limitation, any Person under the age of 19 years) may use the Community Center only if one of the following conditions are met: a) A Resident responsible for the Person is also present in the Community Center; b) The Person has been expressly authorized to use the Community Center by the Board; or c) During the Development Period, the Person has been expressly authorized to use the Community Center by the Declarant. (Declaration Section 13.27)

The Association and the board may establish rules and regulations pertaining to or restrict or prohibit the use of the Community Center for gatherings and events principally for persons below the age of 55 year or any other age. It is the intention of the community that the Garden at Homewood Place is principally a community for people 55 and older.

Window Treatments. The use and the covering of the interior surfaces of the windows, whether by draperies, drapery linings, shades, blinds, or other items visible from the exterior of the Condominium Unit shall be in the colors white, light gray or light beige and shall be subject to the Rules and Regulations. (Declaration Section 13.28)

Gated Entrance and Security, The Garden at Homewood Place has a gated entrance which may be opened, closed and operated in accordance with Rules and Regulations and procedures established by the Board and may be made operational at such times and days as established from time to time by the Board. Each Owner will obey such rules and regulations and the procedures for operating the gates during such times when such gates are in operation. (Declaration Section 13.29)

Age Restriction. The Garden at Homewood Place is intended to provide housing primarily for persons 55 years of age or older, subject to the rights reserved to Declarant in Section 16.09. The Garden at Homewood Place shall be operated as an "age restricted community" in compliance with all applicable state and federal laws including, without limitation, the applicable provisions, if any, of The Fair Housing Act and of the Housing for Older Persons Act of 1995, each as from time to time amended. To the extent there is any ambiguity or inconsistency in the Governing Documents they shall be interpreted so as to be consistent with the applicable provisions of state and federal law. Subject to Section 16.09 each Condominium Unit, if occupied, shall be Occupied by at least one (1) individual 55 years of age and older; provided, however, that once a Condominium Unit is occupied by an Age-Qualified Occupant, other Qualified Residents of that Condominium Unit may continue to occupy the Condominium Unit, regardless of the termination of the Age-Qualified Occupant's Occupancy. Notwithstanding the above, at all times, at least eighty percent (80%) of the Condominium Units within the Property shall be Occupied by at least one (1) individual 55 years of age or older. The Board shall establish policies and procedures from time to time as necessary to maintain its status as an age-restricted community under state or federal law. Such policies and procedures may include, but are not limited to the Board requiring each Owner and/or a Resident of each occupied Condominium Unit to cooperate with a census or questionnaire requested by the Board bi-annually or otherwise and to provide the Board with an affidavit with respect to the Occupancy of the Condominium Unit and the continuing qualification of The Garden at Homewood Place as a community as an "age-restricted community" for people 55 years and older. (Declaration Section 6.01)

Additional Limitations on Persons under 19 Years of Age. The Garden at Homewood Place is a community principally for people 55 years of age and older. Strong family and personal relationships are encouraged, but certain restrictions and limitations are imposed with respect to the number of nights that a person under the age of 19 may stay in a Condominium Unit or on the Property. Additional rules, regulations and restrictions applicable to persons under the age of 19 may be set forth in the Rules and Regulations as amended from time to time by the Board or by the Association. No person under 19 years of age shall:

- a) Occupy a Condominium Unit;
- b) Stay overnight in any Condominium Unit for more than 30 consecutive days; or,
- c) Stay overnight in any Condominium Unit for more than 45 days in a consecutive 6-month period. (Declaration Section 6.0)

Policies and Procedures Regarding Enforcement

Voluntary compliance with these Rules and Regulations will be the norm. There are instances, however, when compliance must be enforced by a more formal procedure.

A. Any complaint that alleges noncompliance with or violation of the Declaration, Bylaws, or Rules and Regulations shall be reported to the duly authorized agent or Board committee. A statement of complaint may be recorded and forwarded to the complaining resident for signature. The statement of complaint shall contain substantially the information set forth below:

- 1. The name, address, and phone number of the complaining resident.
- 2. The offending resident's name or the Condominium Unit number and address of the Condominium Unit where the offending resident resides.
- 3. The specific details or description of the violation, including the date, time, and location where the violation occurred.
- 4. A statement by the complaining resident that he will cooperate in the enforcement procedures and will provide testimony at the hearing or trial if necessary.
- 5. The signature and address of the complaining resident and the date on which the complaint is made.

B. When a complaint is made pursuant to the above, the offending resident shall be notified of the alleged violation by the Association or its duly authorized agent. The notification shall be in a manner prescribed by the Board and may simply be a "friendly reminder" or a more formal notice; however, such notification shall be made in writing. In the event the alleged violation is not the first such violation by the resident or in the event the violation is such that serious, immediate, or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney or authorized agent for appropriate action. All legal expenses and costs incurred will be assessed to the resident's account if the resident is found guilty of the violation. The Association's attorney or authorized agent, if contacted regarding the violation, shall send such notices, make such demands, or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, Bylaws, or Rules and Regulations of the Association.

C. If any resident charged with a violation believes either that no violation has occurred or that he has been wrongfully or unjustly charged hereunder, the resident must proceed as follows:

1. Within 21 days after the notice of violation has been served on the resident pursuant to the provisions herein, the resident must submit, in writing, a request for a hearing concerning the violation. A hearing may be requested by completing the request for a hearing form, which is attached to the notice of violation, and by returning it to the duly authorized agent.

2. If a request for a hearing is filed, a hearing of the complaint shall be held before a panel (Panel of Inquiry) composed of Board members or a committee duly authorized by the Board to hear such complaints. The Panel of Inquiry shall not include any persons presenting evidence in the hearing. The hearing shall be conducted no later than 6 weeks after delivery of the written request.

3. At any such hearing, the Panel of Inquiry shall hear and consider arguments, evidence, or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his behalf. Following a hearing and due consideration, the Panel of Inquiry shall issue its determination regarding the alleged violation. The decision of the Panel of Inquiry shall be made by majority vote and shall be final and binding on the resident and the Association.

4. Payment of any fines, charges, costs, or expenses levied pursuant to the provisions contained herein shall not become due and owing until the Panel of Inquiry has completed its determination. Notification of the Panel of Inquiry's determination shall be made in writing.

D. If no request for a hearing is filed within 21 days, a hearing will be considered waived, the allegations in the notice of violation shall be deemed admitted by default, and appropriate sanctions shall be imposed. The resident shall be notified by the Association of any such determination using the same manner as if a hearing had been conducted by a Panel of Inquiry.

E. If a resident is found to have violated personally, or is otherwise liable for a violation of, any of the provisions of the Declaration, Bylaws, or Rules and Regulations of the Association, the following shall occur:

1. If found guilty of a violation, the resident shall be notified of the finding by the Association or its duly authorized agent. The resident shall also be assessed a \$25 fee and any additional costs and expenses, including reasonable attorneys' fees, of the enforcement process.

2. If found guilty of any violation, including a first violation, the notice of violation may also require the resident to correct any damage or any unauthorized condition on the property for which the resident has been found responsible, to pay the costs of any repairs that have previously been made, or to pay any legal expenses and costs incurred by the Association as a result of the violation.

3. In the event any violation has resulted in damage to any Common Property that has not yet been repaired or has resulted in any damage or any unauthorized condition on the Property, the resident will be given a second notice of violation to correct the damage or architectural violation. If the damage or violation has not been corrected within 14 days after a finding of guilty has been made on the second violation, the Association will proceed to have the violation corrected, and the resident will be assessed for the full cost of labor and materials required.

In addition to the foregoing assessment, in order to encourage residents to correct violations at their own time and expense, and in order to compensate the Association for the administrative expenses involved in obtaining and supervising any such correction, the Association will assess any resident who forces the Association to correct a violation with an additional administrative charge of \$100 or 10% of the cost of labor and materials, whichever is greater.

F. Any resident assessed hereunder shall pay any charges imposed within 30 days of notification that such charges are due. Failure to make the payment on time shall subject the resident to all legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder, including late charges and reasonable attorneys' fees, shall be added to the resident's account, shall become a special assessment against the unit, and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the unit.

G. Time is of the essence of this policy. Notices are deemed served either 1. by personal delivery at the time of delivery; or 2. by mail, following 2 days after deposit in the United States mail, provided that the notice has been sent both by regular first class and by certified mail, return receipt requested, postage prepaid, to the resident at the unit address, or to such other address as the resident shall have previously filed with the Board, and further provided either the return receipt has been signed and returned or that the notice sent by regular mail has not been returned to the Association undelivered.

For units held in trust, the notices may be sent either to the address of the trustee or to such address as has been provided to the Association by the trustee and beneficial owner of the trust.

H. The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration and Bylaws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

Fine Schedule

- 1. Initial Violation- Owner will receive a violation letter**
- 2. Second Notice for the same provision (Owner will be fined \$50.00)**
- 3. Third Notice for the same provision (Owner will be fined \$100.00)**
- 4. Fourth Notice for the same provision (Owner will be fined \$150.00)**