

JAMESTOWN COLONY HOMEOWNERS' ASSOCIATION

RULES AND REGULATIONS

PREFACE:

The following paragraphs are condensed from the *Independence Park Community Declarations* and are intended solely as a guideline for the Rules and Regulations of that Association, as stated more fully in Article IV of those Covenants, Conditions and Restrictions.

1. USE OF UNITS

Each unit shall be used exclusively by the unit owner/tenant otherwise as provided in the Member Declarations.

Each unit shall be used exclusively for those purposes specified within the Member Declarations, and shall not violate the terms of the Community Association.

2. COMMON AREAS

Every Member Association and owner shall have the right to use the Common Areas of the Community Association and shall have the right to extend its privileges to each member of their family, household and guests, within the restrictions set forth in the Declarations.

3. NUISANCES

No noxious or offensive activities shall be carried on or upon the Property. Such activities include, but are not limited to:

- Repair of automobiles;
- Horns, whistles, bells or other sound devices audible outside each unit, except security devices used to protect the unit and its contents;
- Loud noises;

- Nothing shall be done or kept upon the Property which will increase the insurance rates or which will obstruct or interfere with the rights of other unit owners;
- No unit owner shall commit or permit any nuisance on the premises or commit any illegal act thereupon.

4. SIGNS

The Community Association, through the Board of Directors, may cause all unauthorized signs to be removed and destroyed.

5. HOLD HARMLESS AND INDEMNIFICATION

Each owner shall be liable to the Community Association for any damage to the General Common Areas or any equipment thereon, if such damage occurs through the negligence of said owner or his guests, to the extent that such damages shall not be covered by insurance.

6. OUTSIDE INSTALLATION

Nothing may be affixed or installed to the exterior of the units or on the Property except in accordance with standards set by the Design Review Committee. Prohibited items include, but may not be limited to:

- Radio poles;
- Clotheslines;
- Wiring;
- Air conditioning units or machines which protrude through the walls or roof;
- Basketball backboards or other fixed sports apparatus.

7. VIEW OBSTRUCTION

No vegetation or other obstructions may be planted or maintained in a location or of such height as to unreasonably obstruct the view from other units in the area.

8. BUSINESS OR COMMERCIAL ACTIVITY

Permitted business or commercial activity within the General Common Areas shall be subject to the approval of the Board of Directors.

9. TEMPORARY STRUCTURE

No temporary structure, boat, truck, trailer, camper or recreational vehicle of any kind shall be used as a living area while located on the Property.

10. RUBBISH REMOVAL

Trash, garbage or other waste shall be disposed of only by depositing into approved, designated trash facilities.

No exterior fires whatsoever shall be permitted, with the exception of barbecue fires contained within proper receptacles.

11. PET REGULATIONS

All pets belonging to an owner, family member, guest, etc. must, at all times, be either kept on a leash or otherwise under the direct control of a person capable of controlling the animal.

Pets found unattended or not being controlled may be removed by the Board of Directors, or any person designated by them, to a pound under the jurisdiction of the local municipality.

Any unit owner shall be absolutely liable to other unit owners, their families or guests for any damage to person or Property caused by pets brought or kept on the Property by an owner, his family or guests.

Each owner of a pet shall be responsible for cleanup and removal from the Property, such pet's excrement.

Failure to comply with this section shall subject the violating unit owner's Member Association to a fine in an amount determined by the Board of Directors.

12. VEHICLE PARKING AND STORAGE

Exhibit C.3

Vehicles which are not in operating condition are prohibited from being parked or stored on any lot, limited common area, street, special common area or community common area.

Such vehicles will include wrecked, inoperative, vandalized or other derelict appearing automobiles, as determined by the Board of Directors.

Furthermore, no trucks, trailers, mobile homes, truck campers, detached camper units, boats, commercial vehicles or other recreational vehicles shall be kept, placed, stored or maintained on any lot, limited common area, street, special common area or community common area, except within an enclosed garage or in designated recreational vehicle storage areas.

Commercial vehicles engaged in the delivery or pick-up of foods or services shall be exempted from the provisions of this section providing that they do not remain within the Property in excess of the reasonable period of time required to perform such commercial function.

In the event that any owner, owner's guest or tenant shall violate any of the terms and conditions of vehicle parking contained within the Declaration, the Association may, subject to applicable Municipal Ordinances and State Statutes and upon twenty-four (24) hour notice, cause said vehicle to be impounded or removed at owner's expense.

If the Association should undertake such impoundment or removal, the chargeable cost of same may include reasonable impoundment, towing and storage fees.

13. EXTERIOR REPAIRS AND CHANGES

Prior to exterior painting, paint colors must be approved by the Board of Directors, including all new color choices and the use of existing color.

Plans and specifications for exterior changes, i.e., additions, decks, fences, etc., must be presented to the Board of Directors for review prior to starting the project. When plans are submitted, they shall include a timeline to include start and completion dates. If an extension is required (30 days), it will not be unreasonably withheld.

Uncompleted work and repairs will be subject to the Fine procedure.

JAMESTOWN COLONY HOMEOWNERS' ASSOCIATION
ADMINISTRATIVE RESOLUTION
"DUE PROCESS"

Whereas, for the benefit and protection of the Association and of the individual members, the Board of Directors deems it necessary to establish and operate by a procedure to insure due process in cases where there is a question of compliance by a member, their family, guest or tenant, with the provision of the Association documents, thereby attempting to minimize the necessity of seeking action through a court of law,

Whereas, it is the intent of the Board of Directors to establish procedures for the Executive Committee and Managing Agent when it must take action relative to questions of compliance by an individual with the provision of the governing documents and interpretive policies,

Now therefore be it resolved, that any actions by the Board of Directors or Managing Agent regarding convenient violations shall be in accordance with the following Covenant procedures:

Violation of any Association documents shall be reported to the Board of Directors or Managing Agent, by either phone or in writing. Upon receipt of complaint the Managing Agent will proceed as follows:

- A. A notice of violation shall be prepared and served upon the unit owner of record either by mail or hand delivery.
- B. This notice will contain the following:
 1. Violation
 2. Date of violation
 3. A notice of a fine of \$25.00. This will be considered the FIRST WARNING.

4. It becomes the SECOND WARNING when the same violation occurs within fourteen (14) days from the day the first notice of violation is issued. The fine will double with SECOND WARNING.
 5. When there have been three (3) instances of the same violation within a thirty (30) day period from date of first notice through the date of the third notice, the party will be requested to appear before the Board of Directors. A meeting date will be included with the notice of the violation. If the unit owner does not appear for the required meeting without probable cause and without making prior arrangements with the Managing Agent to reschedule (only one reschedule permitted), the unit owner will be assessed the associated fine times three, and the Executive Committee will initiate court proceedings.
- C. The above meeting in Paragraph 5 will be of mutual convenience, where the party in violation will be required to attend. The Board of Directors shall hear evidence from the members, Managing Agent or other interested parties who have witnessed alleged violation. The unit owner shall be given an opportunity to fully defend the violation, including evidence or argument with regards to the violation. Thereafter, the Executive Committee shall consider all of the evidence presented at the meeting and a final decision will be made using one of the two following options:
1. Whether to allow the unit owner a ten-day period (10 days from meeting date) to correct said violation, with a follow-up by the Board of Directors or Managing Agent for proof of correction. If, at that time, the said party is still in violation, the managing Agent will initiate court procedures and the unit owner will be fined three (3) times the Association rate.
 2. Start court procedures immediately with all costs incurred reassessed to the unit owner.

D. FINES

The Board of Directors reserves the power to establish, make and enforce compliance with such additional rules and regulations as may be necessary, with the right to amend the same from time to time and to impose reasonable fines for infractions of all rules and regulations.

The fine shall be reassessed each month until the violation is corrected. If the infraction is not corrected within ten (10) days, the fine takes effect. Fines will be added to the quarterly dues billing and will be subject to a late fee of 10% if not paid by the end of the quarter in which they are billed. If the same offense is repeated within six months, the fine doubles. FINES ARE CHARGED TO THE UNIT OWNER, NOT THE TENANT.

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INDEPENDENCE PARK COMMUNITY ASSOCIATION
RULES & REGULATIONS

PREFACE:

The following paragraphs are condensed from the INDEPENDENCE PARK COMMUNITY DECLARATIONS and are intended solely as a guideline to the Rules and Regulations of that Association, as stated more fully in Article IV of those Covenants, Conditions and Restrictions.

1. USE OF UNITS

Each unit shall be used exclusively by the unit owner, tenant or otherwise as provided in the Member Declarations.

Each unit shall be used exclusively for those purposes specified within the Member Declarations, and shall not violate the terms of the Community Association.

2. COMMON AREAS

Every Member Association and owner shall have the right to use the Common Areas of the Community and shall have the right to extend such privileges to each member of their family, household and guests, within the restrictions set forth in the Declarations.

3. NUISANCES

No noxious or offensive activities shall be carried on or upon the Property.

Such activities shall include, but are not limited to:

Repair of automobiles;

Horns, whistles, bells or other sound devices audible outside a unit, except security devices used to protect the unit and its contents;

Loud noises;

Nothing shall be done or kept upon the property which will increase the insurance rates or which will obstruct or interfere with the rights of other unit owners;

No unit owner shall commit or permit any nuisance on the premises or commit any illegal act thereon.

4. SIGNS

The Community Association, through the Executive Committee, may cause all unauthorized signs to be removed and destroyed.

5. HOLD HARMLESS AND INDEMNIFICATION

Each owner shall be liable to the Community Association for any damage to the General Common Areas or any equipment thereon, if such damage occurs through the negligence of said owner or his guests, to the extent that such damages shall not be covered by insurance.

6. OUTSIDE INSTALLATION

Nothing may be affixed or installed to the exterior of the units or on the property except in accordance with standards set by the Design Review Committee.

Prohibited items include, but may not be limited to:

Radio poles;

Outside television antennas;

Wiring;

Air conditioning units or machines which protrude through the walls or roof.

Basketball backboards or other fixed sports apparatus.

7. VIEW OBSTRUCTION

No vegetation or other obstructions may be planted or maintained in a location or of such height as to unreasonably obstruct the view from other units in the area.

8. BUSINESS OR COMMERCIAL ACTIVITY

Permitted business or commercial activity within the General Common Areas shall be subject to the approval of the Executive Committee.

9. TEMPORARY STRUCTURE

No temporary structure, boat, truck, trailer, camper or recreational vehicle of any kind shall be used as a living area while located on the Property.

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Trash, garbage or other waste shall be disposed of only by depositing into approved, designated trash facilities.

No exterior fires whatsoever shall be permitted, with the exception of barbeque fires contained within proper receptacles.

11. PET REGULATIONS

All pets belonging to an owner, family members, guests, etc. must, at all times be either kept on a leash or otherwise under the direct control of a person capable of controlling the animal.

Pets found unattended or not being controlled may be removed by the Executive Committee or any person designated by them, to a pound under the jurisdiction of the local municipality.

Any unit owner shall be absolutely liable to other unit owners, their families, or guests for any damage to person or property caused by any pets brought or kept on the property by an owner, his family or guests.

Each owner of a pet shall be responsible for clean-up and removal from the property of such pet's excrement.

Failure to comply with this section shall subject the violating unit owner's Member Association to a fine in an amount determined by the Executive Committee.

12. VEHICLE PARKING AND STORAGE

Vehicles which are not actually in operating condition are prohibited from being parked or stored on any Lot, Limited Common Area, street, Special Common Area, or Community Common Area.

Such vehicles will include wrecked, inoperative, vandalized or other derelict appearing automobiles, as determined by the Executive Committee.

Furthermore, no trucks, trailers, mobile homes, truck campers detached camper units, boats, commercial vehicles or other recreational vehicles shall be kept, placed, stored or maintained

upon any Lot, Limited Common Area, street, Special Common Area, or Community Common Area, except within an enclosed garage or in designated recreational vehicle storage areas.

Commercial vehicles engaged in the delivery or pick-up of goods or services shall be exempted from the provisions of this section providing that they do not remain within the Property in excess of the reasonable period of time required to perform such commercial function.

In the event that any owner, owner's guest or tenant shall violate any of the terms and conditions of vehicle parking contained within the Declarations, the Association may, subject to applicable Municipal Ordinances and State Statutes, upon twenty-four (24) hours posted notice, cause said vehicle to be impounded or removed, at owner's expense.

If the Association should undertake such impoundment or removal, the chargeable cost of same may include reasonable impoundment, towing and storage fees.

NOTES: VARIATIONS IN HEIGHT WILL BE ALLOWED IN ACCORDANCE WITH THE FOLLOWING CRITERIA.

1. (6') HEIGHT WILL BE ALLOWED BETWEEN UNITS (INTERIOR FENCING)
2. (6') HEIGHT WILL BE ALLOWED WHEN LOTS BACK UP TO ONE ANOTHER.
3. (4.5') HEIGHT IS THE MAXIMUM ALLOWED WHERE LOTS BACK ONTO THE COMMON AREAS (GREENBELT)
4. THE HOMEOWNER MAY USE SOLID FENCE OR ALTERNATE OPEN DESIGN

SOLID DESIGN

ALTERNATE OPEN DESIGN

2" x 6" CAP

2" x 4" STRINGERS

1" x 6" CEDAR SLATS

4" x 4" TREATED POST

3/8" CARRIAGE BOLTS (COUNTERSINK)

SPACE MINIMUM OF 2" - JP TO 6"

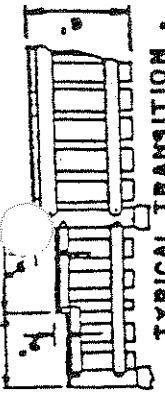


Exhibit C

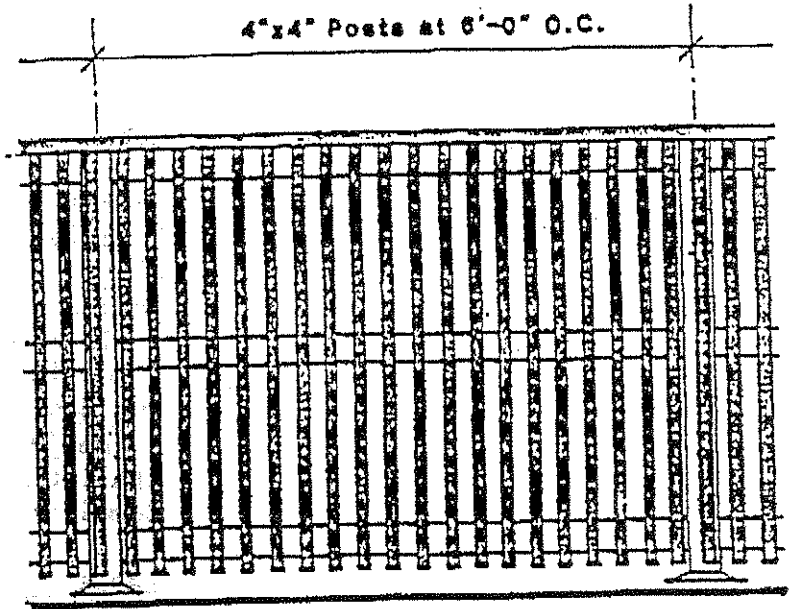
FRONT ELEVATION

SIDE ELEVATION

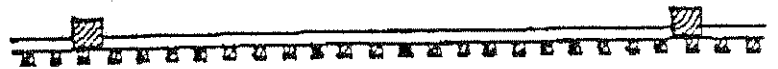
NOTE: THIS SIDE OF FENCE TO FACE

FENCING

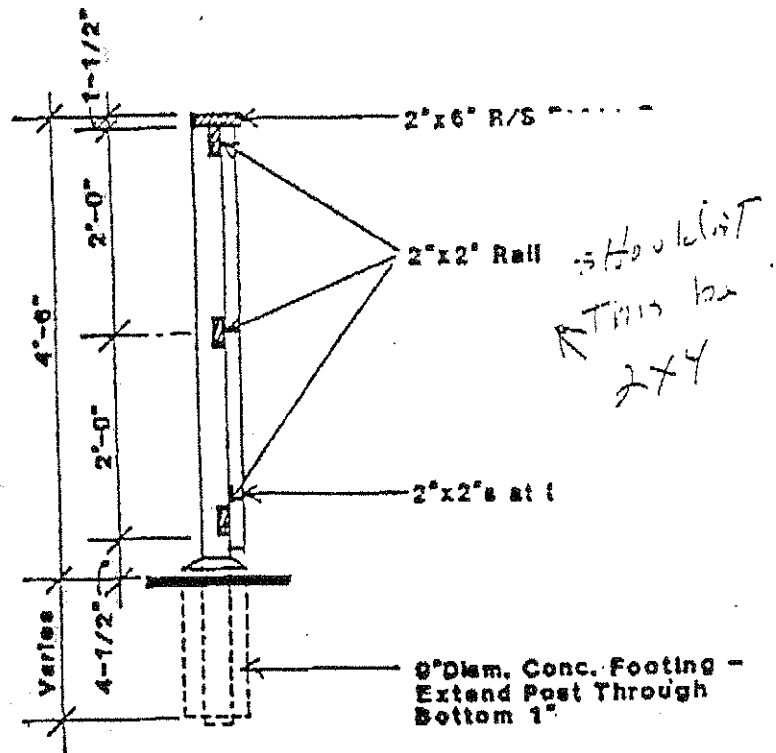
Elevation



Plan

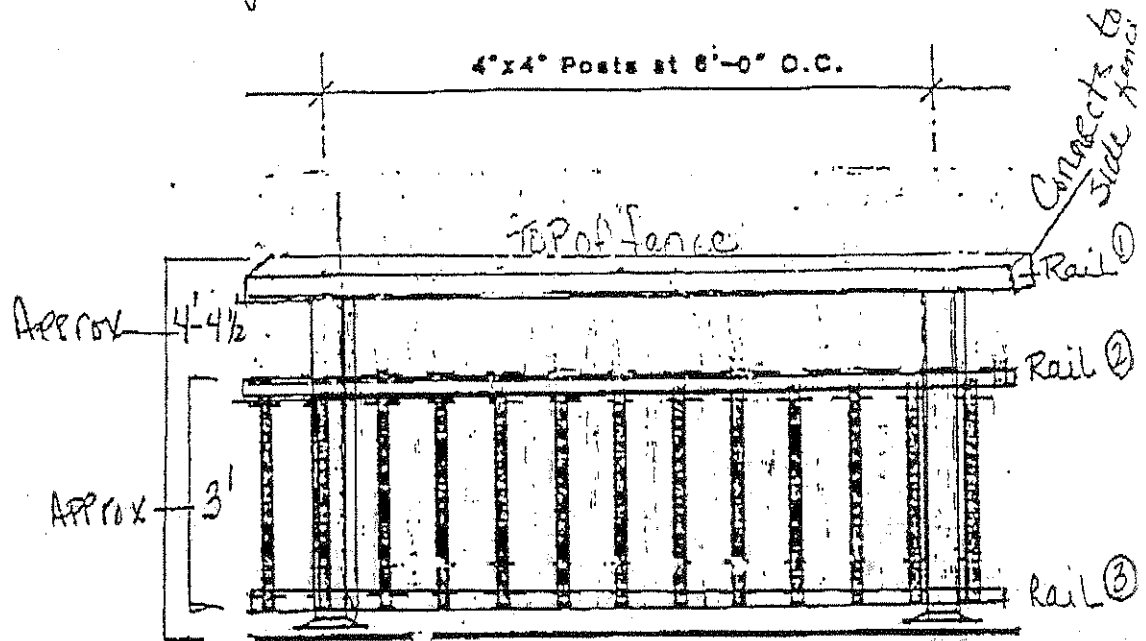


Section

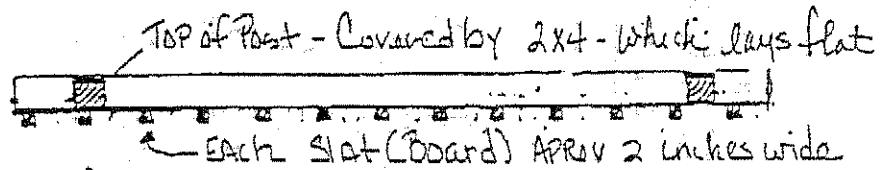


- 1) Top Rail Flush with Posts
- 2) Rail Flat and Boxed in Slats / Pickets
- 3) Bottom Flush with ground or Bottom of Pickets.

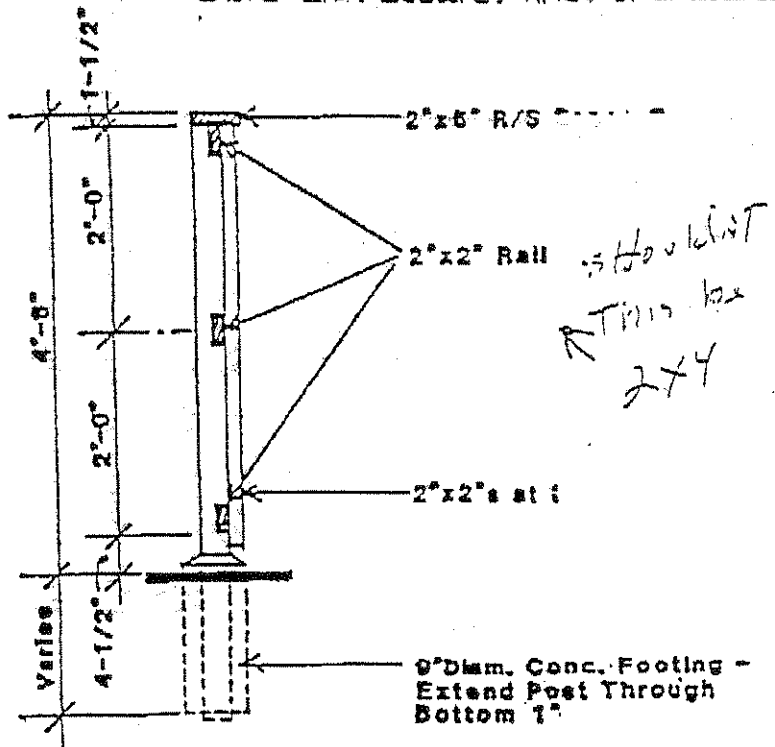
Elevation



Plan



Section



Model fence at 2030 Sturbridge Cir

DESIGN REVIEW PROCESS FOR INDEPENDENCE PARK

There has been some confusion regarding responsibilities for design/architectural changes and review. Hopefully, this explanation will clarify many of the issues.

There are two parts of the residential section of Independence Park: one portion is within the Municipal Planned Unit Development (PUD); the other portion is outside the PUD. Those Neighborhood Associations which are subject to and within the PUD are Jamestown Colony, Wilderness Rim, Lexington Heights, Ravenscrest, Newhaven Landing and Parkside Homes.

The following requirements for architectural review apply to all residential units within Independence Park. Any change, addition or deletion, alteration or replacement must be submitted to that Neighborhood Association's Board of Directors in writing. The Board must approve or disapprove within 60 days. If the Board does not respond within 60 days, that non-response shall be deemed approval. If the approved submittal is changed in the process of actually being accomplished, it will be deemed to be undertaken without approval. However, after one year has passed from completion of the changed improvement, the improvement shall be deemed to be approved unless the Board shall file a Notice of Non-compliance with the Recorder's Office or bring legal proceedings against the owner who made the changes.

Approvals shall be based upon the Design Criteria as approved by the Design Review Committee (DRC). Page one of the Declaration for the Neighborhood Association (except Ravenscrest) in the PUD states that the property is submitted to the requirements of the Independence Park PUD approved by the Municipal Planning and Zoning Commission, Resolution No. 22-81A, including all of the conditions and restrictions as set forth in that ordinance.

Page four of the Neighborhood Declaration (except Ravenscrest) states that if an improvement is in existence without Board of Directors' approval, the Board shall give written notice to the offending owner, and unless the Board has approved in writing corrective plans proposed by the owner to remedy the situation, and the corrective work is accomplished in the time frame designated, the Neighborhood Association shall remedy the situation and the cost of it shall be charged to the owner.

Page nine, Article IV, Section 17 of the Declaration (except Ravenscrest) states that no fences shall be erected upon the lots except initial construction or as otherwise approved by the Board or the DRC.

For those within the PUD, Article XII, Section 4, (except Ravenscrest) covers alteration of plans. That section states that any amendment or design for the property must also be approved by the Municipal Planning and Zoning Commission. (In Jamestown Colony and Wilderness Rim, this section is contained in an amendment to the Declaration.)

If an owner does not agree with the disapproval of the Board of his Neighborhood Association of his submittal, he has the right to appeal it to the DRC.

If the Neighborhood Association does not correct those items needing correction by an offending owner, the Community Association may give written notice to the Neighborhood Association. If the offence remains uncorrected, the Community Association may correct it and charge the Neighborhood Association whatever the cost to correct.

While solar panels will be permitted, they must be sensitively integrated into the architectural design. The use of solar panels in an aesthetically detracting manner will not be approved.

Architectural Features

Style: The idea that the dwelling units, whether single family or multi-family, may be made to blend with their sites and with each other forms the basis of what is desired. Style will grow naturally out of good planning and honest use of a limited range of materials. In Independence Park 'style' must not be a veneer of decorative details applied to a structure so that it can be labeled "Spanish", "Tudor", or "French Provincial". The community itself is intended to be an American original and this is the direction to be pursued in the design of all dwellings.

Scale: A structure which fits into the landscape is one which has a human scale. Forms built up of smaller related units have more pleasing proportions than large box-like shapes. Eave lines should be extended as low as possible and earth berms can be used to reduce the overall height of the exterior.

Roofs: Hip, gable and shed roofs are all acceptable forms. Roof slopes should have a minimum of 5 feet of vertical rise for every 12 feet of horizontal run. Roof overhangs are not required but where they are used, the roof fascias should have an overall depth of six inches or more and wood is preferred. Acceptable roofing materials are wood shingles, wood shakes, metals, and asphalt shingles.

Walls: Exterior walls may be wood siding, flat textured surfaces such as stucco, stone or a combination of any two. Where more than one wall material is used they must be architecturally 'engaged'. For example, masonry piers or masonry which wraps around the front corners of the struc-

ture will be acceptable, whereas 'shirt fronting' will not be approved.

Whatever finish material is used it should be carried to within a few inches of the finished ground line to eliminate the need for introducing additional materials at the foundation. Because of their softer appearance and superior insulation qualities, cedar, cypress or redwood siding are recommended. These materials should be stained rather than painted to provide a more natural look requiring less maintenance. Exterior plywood paneling will be permitted providing that all edges and joints are finished with appropriate trim of the same color and texture. Rough sawn plywood with applied battens is recommended in lieu of commercially grooved paneling.

Where the use of stone is proposed, the Design Review Committee shall review it to ensure that the stone is used in large enough masses or areas of sufficient scale to justify its use.

Aluminum, vinyl and composition board sidings are discouraged as they do not weather and give the natural softness desired.

Exterior

Colors: For energy demands, heat conservation is the main objective. Darker colors should be utilized to absorb solar radiation. Roofs should be either natural wood or selections from a range of colors which approximate the weathered color of wood. Wood siding should be colored with deep tone natural stains. Stucco or other textured materials may be a variety of soft hues preferably selected from the palette of colors prescribed by the Design Review Committee, although other colors may be proposed subject to approval by the Design Review Committee. Because of its tendency to dominate, the use of white is discouraged as a primary tone. All trim should match the background color unless it is used for accent, in which case it must be done with great care. Imitation half timber and other surface effects will not be approved. No reflective finishes should be used on any exterior

surfaces with the exception of glass and hardware.

Windows: Care should be given to the size, type and organization of window openings. Windows which appear as architectural features are preferred over smaller units which appear to be random openings. Scattered windows can create awkward face-like shapes and should be avoided. The type and character of windows should be consistent on all sides of the house. Houses on corner lots must not turn an unfavorable elevation to either street.

Windows may be wood with either a painted or stained finish, although a natural stain finish is preferred. Vinyl coated wood windows are also permitted.

Trim: Ornament should be a natural consequence of the design of the house. The most effective ornament is that of the play of light and shade which results from well articulated roof overhangs and wall recesses. Mass produced wrought iron ornament including coach lights, railings and other trim tend to have a flimsy appearance and should be avoided. Wood trim such as battens necessary to finish the exterior should not be highlighted. Accent shapes and colors should be used with great care. Where gutters are used they should occur only in specific functional areas rather than arbitrarily applied to all fascias. Flues, vents, gutters, downspouts, etc. must be painted to match the color of the material from which they project.

Chimneys: Fireplace and chimney masses may be built out of masonry, wood or stucco. The minimum plan dimensions for an exposed mass is 20" X 48" and a larger form is preferred. No exposed metal fireplace flues will be permitted. The use of prefabricated fireplace units allows a wide design latitude for wood clad or stucco covered chimneys. Broad massive chimneys are encouraged and small spindly shapes will not be approved. All roof vents should occur on the slope of :

roof which is less visible from the street side of the structure.

Antennas: Many types of antennas are available including those which are substantially smaller but no less effective than others. The smaller, more trim type antennas should be utilized and must be placed in attic spaces or otherwise concealed from view.

General

Exterior

Lighting: All exterior lighting shall be soft and indirect with no light source directly visible to neighboring properties. In general directional spot or flood lights should be avoided in favor of path lights and up-lighting in conjunction with landscaping. Path lights shall be subject to approval by the Design Review Committee.

Landscaping: Each Developer will be expected to provide landscaping of a sufficient height and density to achieve a positive visual impact.

More important than quantity of planting is placement of the plantings. Landscaping should be used to screen views of garages and off-street parking from the street.

Recreation Vehicle (RV) Parking: In the interest of creating a beautiful residential area, RV parking will be restricted to designated locations. Some storage areas have been provided for these vehicles as part of the Common Areas where they may be safely stored out of direct visibility. The term recreational vehicle (RV) shall be defined in the covenants.

Fencing: All fences shall be constructed of wood and the design for all fences including privacy screen is subject to approval by the Design Review Committee. All fencing which borders on the linear park system shall be constructed in accordance with the following detail, except that the Design Review Committee will consider other alternatives as long as the final objective of maintaining openness is met.

Signage: Design and construction of all signage permitted shall be subject to approval by the Design Review Committee.