

RULES AND REGULATIONS
For
BUCKINGHAM WOODS HOMEOWNERS ASSOCIATION

PREAMBLE

A volunteer committee within the community developed these Rules and Regulations. The Buckingham Woods Homeowners Association has approved these Rules and Regulations in order to maintain the look and feel of our community and allow our residents to live in a harmonious community and environment.

Unless the Board, through its managing agent, is notified of rule infractions by the individuals that witness them, the rules cannot be enforced. In cooperation with the homeowners of the community, we can report infractions and care for them as necessary. Each homeowner's participation is encouraged and required in order to enforce these Rules and Regulations.

Rules and Regulations in the Homeowners Association are needed for the protection and benefit of the owners and residents. The Rules and Regulations listed within this document, in conjunction with the Declaration of Covenants, Conditions and Restrictions and ByLaws, are not intended to restrict the owners or prevent their enjoyment of the common area but rather to increase everyone's use and enjoyment of the community.

The Board of Directors
Buckingham Woods Homeowners Association

ADOPTED: 05/23/07
EFFECTIVE: 05/23/07

Exhibit A

I. General Provisions

The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Homeowner, nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each home shall be maintained and kept in a good order and repair.

Nothing shall be done or kept in a home or in the Common Elements, which would be in violation of any law.

No obnoxious or offensive activity shall be carried on outside any home or Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to any other Homeowner within Buckingham Woods.

The Rules and Regulations for Buckingham Woods shall be strictly observed.

II. Architectural

A. Awnings or Sunscreens

1. No permanent awning, canopy, shutter or sunscreens are permitted.

B. Bicycles

1. Bicycles are not permitted to stand or be parked on property overnight. They must be stored in the garage.

C. Peep Holes

1. Peepholes may be installed on the front of the Homeowners doors without approval from the Board of Directors. The installation of a peephole is considered a safety precaution and will not require approval.

D. Seasonal Decorations

1. Seasonal is defined as a recognized religious or national holiday.
2. Seasonal decorations shall not be installed any earlier than thirty (30) days prior and must be removed no later than thirty (30) days after the date of the holiday, weather permitting. Decorations must be 'inactive' if weather prohibits removal.
3. No decoration that creates a safety hazard will be permitted.
4. No power sources across walkway areas will be allowed for illuminating or decorating the parkway.

E. Non-Seasonal Decorations

1. American flags as well as military flags are permitted based on Section 18.6 of the Illinois Condominium Property Act. Flagpoles are permitted

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for American / military flags, but their placement must be reviewed and approved by the Board of Directors. A military flag is defined as a “flag of any branch of the US armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but ‘military flag’ does not include a depiction of emblem of a military flag made of lights, paint, roofing, siding paving materials, flora, or balloons, or any other similar building landscaping or decorative component”.

2. We welcome diversity in our community. A flag or banner is allowed to be flown for a specific national or cultural holiday. The flag can be displayed not more than one week prior and one week after the event. A single flag (other than American Flags and/or military flags) may be displayed provided the bracket is installed on the exterior of the home, five (5) feet high from the ground. Brackets and flag must be maintained and replaced when worn. No flags may be placed on any split rail fence owned by the Association.

F. Basketball Hoops

1. Permanent basketball hoops must be approved by the board as well as written approval of the neighboring homeowners.
2. Portable basketball hoops are allowed but must be stored in the garage in the winter, and cannot be laid on its side at any time on the Homeowners property.
3. Portable basketball hoops, which have a container for sand/weight, must not place sandbags on top in lieu of placing sand/weight in the base.
4. Placement of portable hoops must not impair a drivers vision, pedestrian walkway or on common property.
5. Homeowner is responsible for maintenance and upkeep of the basketball nets. Failure to do so may result in the Board of Directors determining that the basketball net must be removed.
6. Playing hours must not be any earlier than 9:00 a.m. or later than 9:00 p.m.

G. Clotheslines

1. Clotheslines or other facilities for air-drying clothes are prohibited.

H. Storm Doors

1. Requires an Alterations and Additions document and approval prior to installing.
2. ‘Full view’ only.
3. Color must match and/or compliment the color of the home trim.
4. Permanent installation.

I. Lights

1. Homeowners are responsible for the replacement of exterior lights using a maximum of a 60-watt bulb. Uniform white/clear (of the same wattage)

Exhibit A

bulbs must be used for both porch and garage lights. No color bulbs are permitted on the front of any home. (Colored bulbs are allowed during holidays).

2. Homeowners are responsible for the maintenance of outdoor electric fixtures, including the replacement of lamps and globes.
3. New or replacement fixtures, if not identical in size and placement of existing fixtures, require A&A Application and will be considered on an individual basis. A picture or accurate drawing of the new or replacement fixture must accompany the A&A; the fixture must be UL approved and of a size comparable with fixtures on neighboring homes.
4. Every effort should be made to ensure a Homeowner's lights do not shine on a neighbor's home.
5. Approval to install any outdoor fixture in excess of 60 watts requires written approval of Homeowners in adjoining residences, which must accompany the A&A application.

J. Mail Boxes and House Numbers

1. Homeowners are responsible for replacing missing address numbers.
2. Mailboxes are the responsibility of the homeowners and must be kept in appropriate repair.

K. Homeowner Maintenance

1. Upon approval of the Alterations and Additions request, the Alterations and Additions become the responsibility of the homeowner. Any required maintenance or damage which occurs to the home, as a result of the Alterations and Additions becomes the responsibility of the homeowner and must be repaired immediately.

L. General Construction Requirements

1. Improvements shall be harmonious with the original architectural character of the neighborhood.
2. All approved alterations must be limited to the Homeowner's property.
3. All technical and engineering requirements are the responsibility of the Homeowner.
4. Any damage done by a contractor on common areas must be restored within a reasonable time at the cost of the homeowner who has hired the aforementioned contractor. The Board of Directors may limit the time for the required repair.
5. Access for equipment used during the project must be placed in the homeowner's driveway or elsewhere on the homeowner's property and must be removed immediately after the completion of the project.
6. No building materials, dirt or trash containers are to be placed on the street or the common area, except for regular trash pickup.
7. Shrubs, trees, landscaping or other improvements must not impair the view of others nor encroach upon or overhang any sidewalk or pedestrian way.

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8. Noise associated with construction, repair, remodeling or grading of any real property is permitted daily, 7am until 8pm.

M. Firewood Storage

1. Firewood stored on your property may only be used for your fireplace or fire pit.
2. Firewood must be kept in neat stacks in the rear of the home, not viewable from the front of the home.
3. No material may be burned in outdoor fireplaces other than cut wood (unpainted, unfinished) manufactured logs, and manufactured non-wood logs specifically made for use in fireplaces. Pressure treated wood, rubbish, leaves, garbage, and other waste are expressly prohibited.
4. No wood, trees or logs from the surrounding woods/common areas may be used as firewood whether alive or dead.

III. Noise/Disturbance

- A. All Owners are responsible for ensuring that the resident of his/her home and/or guests do not create unreasonable or unusual noise or disturbances. This includes but is not limited to:
 1. All vehicles (including cars, motorcycles, scooters and any other motorized vehicle).
 2. Parties/Gatherings; proper care must be taken to assure the neighbors are not disturbed.
 3. Pets must not be allowed to make an unreasonable amount of disturbance in the neighborhood at any time.
 4. Walking trails – all residents of Buckingham Woods must be respectful of the homeowners who have homes next to walking trails. At no time should a resident create a disturbance for these homes while walking on these trails whether intentional or unintentional.
 5. No Lot shall be used in any way or for any purpose, which may endanger the health or unreasonably disturb the residents of the Property.
 6. Any other form of disturbance, which interrupts other homeowners enjoyment within the community.

IV. Pet Restrictions

- A. General Restrictions – Any Homeowner repeatedly violating these rules may be requested to appear before the Board of Directors based on repeated complaints in order to determine the best course of action, which may or may not include removal of the pet and fines assessed by the board.
 1. Pets must be attended at all times.
 2. Pets must not be allowed to run free. All pets must be on a fixed length hand-held leash not to exceed 10', and physically controlled by the owner or other responsible person while outdoors, off the homeowners lot.

Exhibit A

3. All pets shall be kept under restraint as defined by the Village of Streamwood in section 4-2-1 of Village Ordinances. Restraint is defined by any animal secured by a leash or a lead, or under control of a responsible person and obedient to that persons command and within the real property limits of the owner.
4. No animals of any kind including domestic or household pets in compliance with the Village of Streamwood, shall be raised, bred or kept in any dwelling unit, or on the Buckingham Woods property, except, that dogs, cats or other household pets may be kept in dwelling units. No more than three (3) pets may be kept in any dwelling unit, with the exception of a new litter up to 4 months old.
5. No pet shall be allowed to create a nuisance or unreasonable disturbance.
6. Dogs and cats must wear identification tags or collars at all times when on Association property.

B. Doghouses are not permitted.

C. Dog 'runs' are not permitted.

D. Clean-up

1. Pet Owners are responsible for the immediate removal and sanitary disposal of any excrement left by a pet anywhere within Buckingham Woods (including all trails, sidewalks, other Homeowners property, Common Areas, etc.)
2. Pet Owners must care for their own Lots and should remove pet excrement from their Lot in a timely manner.
3. Damage to any property within Buckingham Woods caused by a pet will be the responsibility of the Pet's Owner or the Owner responsible for the pets visit to the premises.

E. Tethering

1. No permanent tethering of pets will be allowed.

F. Damage to property

1. Damage to any Property, including but not limited to sod/grass, caused by Pet Owners or guests, in addition to any fine the Board of Directors may levy for violations of these rules, will be repaired by the Owner of the pet at their own expense. The repair must be suitable and an accepted replacement of the damaged area by the Buckingham Woods Board of Directors.
2. If the Pet Owner does not replace the damage within an acceptable amount of time, the Buckingham Woods Board of Directors will repair the damage and bill the cost back to the pet owner.

Exhibit A

G. Compliance – All Pet Owners shall comply with all Rules and Regulations here contained as well as ordinances of the Village of Streamwood and Cook County, Illinois.

H. Pet Fine Policy

1. Violations will be enforced as detailed in the Violation Policy and Procedure section of this document.

V. Commercial Business

- A. No commercial activities of any kinds shall be conducted in any building. Homeowners may operate a home-based business on his Lot, but only if is not apparent or detectable by sight, sound or smell from outside the Lot, the commercial activity is not prohibited by the ordinances or regulations of the Village and is conducted in compliance with zoning. No motor vehicles with business markings is stored or parked on the lot except within the garage with the garage door shut during storage, and the commercial activity does not generate a level of vehicular or pedestrian traffic or a number of vehicles being parked.
- B. Any business activities deemed by the board to be inappropriate or a nuisance to the neighborhood must be removed from Buckingham Woods within thirty (30) days of request from the Buckingham Woods Homeowners Association Board of Directors.

VI. Conservation Easement

- A. No removal of any brush, trees, or natural material, may be removed from the conservation easements without written permission from the Village of Streamwood Public Works and the Buckingham Woods Homeowners Association Board of Directors.
- B. No changes to the Conservation Easement can be made without written permission from the Village of Streamwood Public Works and the Buckingham Woods Homeowners Association Board of Directors.
- C. No permanent structures are allowed within the Conservation Easement.
- D. No topping or trimming of any trees within the Easement without written permission from the Village of Streamwood Public Works and the Buckingham Woods Homeowners Association Board of Directors.
- E. No grading changes.

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- F. No pools or hot tubs.
- G. No concrete or pavers allowed.
- H. Decks may be permitted, but require approval from the Village of Streamwood Public Works and the Buckingham Woods Homeowners Association Board of Directors.
- I. Existing sod within conservation area (previously approved through an A&A) must be kept in proper length as detailed in the landscaping section.

VII. **Assessment Collection Policy** – All of the actions below are to be taken AUTOMATICALLY in each and every case. Consistency of application of the Collection Policy will avoid charges of special and unusual application of the By-Laws by Delinquent Homeowners. Any and all legal fees incurred by the Association in an attempt to collect assessments will be charged to the Homeowner as provided in the Declaration and By-Laws of the Association.

A. Procedure of Collection of Assessment

1. Assessment Due Date – January 1 of each year
2. Grace period until end of day, January 14th.
3. Statement of delinquency and addition of late fee – 15 (fifteen) days after due date.
 - a) Past due statement mailed
 - b) \$50.00 late fee to be added to Homeowner account
4. 2nd Statement delinquency – 60 (sixty) days after due date.
 - a) 2nd Past Due statement mailed
5. Notice of Intent to File Forcible Detainer and Eviction Action and Lien – 30 (thirty) days after 2nd Statement of delinquency..
 - a) Notice sent to Homeowner of intent to file forcible detainer and eviction action and lien.
6. File Forcible Detainer and Eviction Action and Lien – 30 (thirty) days after Notice of Intent to File Forcible Detainer and Eviction Action and Lien sent.
 - a) File Forcible Detainer and Eviction Action and Lien

VIII. **Rules and Regulations Document**

- A. These Rules and Regulations will be mailed to all Homeowners upon approval of the Rules and Regulations herein by the Buckingham Woods Association Board of Directors.

Exhibit A

- B. Rules and Regulations must be passed to any subsequent buyer of a Homeowners property upon sale at the cost of the seller.
- C. Additional copies may be purchased from the Management Company at the current cost of reproduction. Homeowners may also visit the Associations website to download these documents if available.

IX. Right of Abatement, Correction or Removal

- A. The Association Board of Directors has the right to enter a Homeowners Lot in order to remove, and/or correct a violation of the Rules and Regulations herein.
- B. The Association Board of Directors will not be considered in violation of any trespassing when removing a violation.

X. Retaining Walls

- A. Any Homeowner whose lots were provided a retaining wall either by the Builder or any other party are solely responsible for maintaining and repairing and or replacing these retaining walls.
- B. No Homeowner may remove any retaining wall without Village of Streamwood and Buckingham Woods Homeowner Association Board of Directors Alterations and Additions approval.
- C. The Association holds no responsibility for retaining walls, which are not on Common Property.

XI. Fences

- A. Each owner, at its cost, shall be permitted to install a fence in the back yard; the fence shall not reach past the rear of the home by more than 2 feet (see diagram A below); provided that such fences comply with the design specifications set forth on Exhibit D of the by-laws. No fences shall be installed on the sides of homes or in the front yard of any Lot within the Property, including both sides of the front yard of any corner Lot. The Board of Directors must approve any exception to these rules.
- B. Homeowner may request from the Association permission to remove the portion of the existing wooden split rail fence. Homeowner understands that upon approval, the debris and materials from removal of the split rail fence, must be removed by homeowner immediately and may not be stored on their

Exhibit A

property for any length of time. Homeowner also understands that this entire process will be at their expense.

- C. Split rail fences shall not be altered in any way without approval from the Board of Directors. Nothing of any form may be attached or hanging from the split rail fences at any time. (This includes but not limited to painting, staining, flowers/flower containers or other decorations.)
- D. Homeowner agrees to abide by the requirements of the Village, and will submit a building permit and J.U.L.I.E. dig number with their A&A application. A&A application must be submitted and approved PRIOR to any work being performed or this will result in an immediate fine.
- E. While the Homeowner's Association is responsible for maintaining the Common Area split rail fences, the bylaws permit the Association to seek reimbursement of its costs from any Owner or any other person that causes damage to such fences.

Diagram A

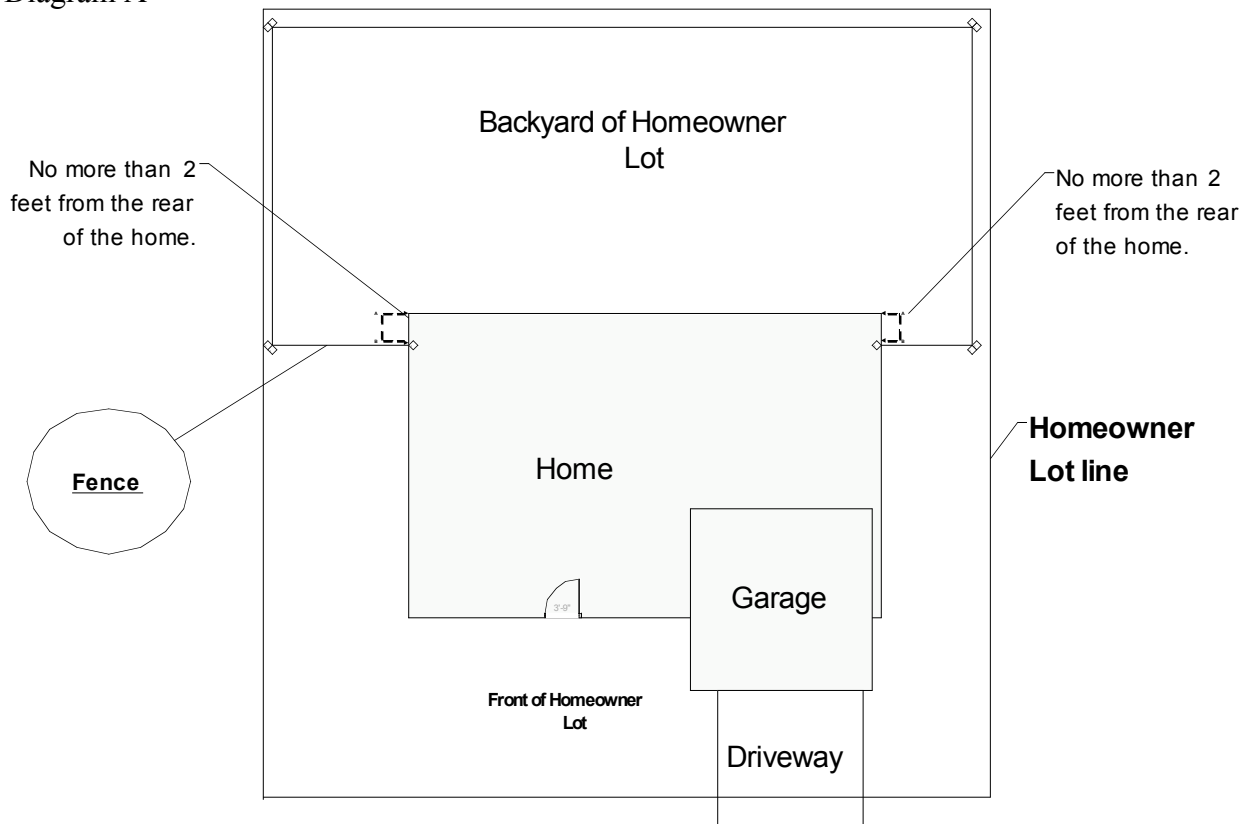


Exhibit A

XII. **Patios and Decks**

- A. No awning, canopy, shutter, or sunscreen is permitted
- B. Homeowners shall keep decks and patios orderly and free from clutter.
- C. Deck floors may be sealed or stained; however stains must a natural wood color conducive to the color of the home.
- D. Barbecuing is permitted on decks, patios, and driveways immediately in front of home. Outdoor cooking and dining should not cause disturbance to surrounding homeowners. If you barbecue in the front of the home, the barbecue must be placed in the rear of the home or safely cooled, and in the garage when not in use. The barbecue must never be left in front of the home overnight at any time.
- E. Carpeting on Decks and Patios is prohibited
- F. HOA is not responsible for items damaged, lost or stolen from decks and patios.
- G. Storage Restrictions
 - 1. No storing of yard tools underneath the decks.
 - 2. Decks/Patios – Only the following items may be stored on decks/patios
 - a) Fire Pits
 - b) Patio/Lawn Furniture
 - c) Barbecue grill
 - d) Planters
- H. Patio and Deck Construction Requirements
 - 1. All decks and patios are the responsibility of the homeowner
 - 2. All deck and/or patio construction requests must be submitted to the HOA in writing and meet the below requirements PRIOR to receiving approval.
 - 3. A project schedule must be submitted to the Board of Directors for approval on when the project will be completed. Any further extension must be approved by the Board of Directors.
 - 4. Any disturbed land, which was created by your project, must be restored to a natural state including but not limited to sod, flower beds, etc. within a reasonable amount of time and included in the schedule submitted to the board.

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5. The maintenance and repair of decks and/or patios, including sealing of decks, is the responsibility of the homeowner. Decks should be sealed at least once every other year.

I. Submission Requirements

1. A completed Alterations & Additions application
2. A JULIE dig #
3. An approved village of Streamwood Building permit for patios and decks
 - a) <http://www.streamwood.org/referencedesk/forms/buildingpermittapp.pdf>
4. A copy of the existing site plan (plat) showing the house, existing decks, patios, fences, and/or accessory structures, significant vegetation, property lines, and easements.

- J. All patio requests must be submitted via an Additions and Alterations Request to the Board of Directors in writing with a plan provided by homeowner that meet the below requirements.

K. Construction Specification for patios

1. Permit from the City of Streamwood

- L. A JULIE dig # required prior to approval

- M. Homeowners must submit a layout including materials used.

- N. Proposed construction must not block or obstruct any drainage, runoff, or groundwater.

- O. No asphalt, crushed stone or gravel may be used as final patio.

XIII. Privacy between Patios and Decks

- A. Privacy screening for hot tubs is required to be reviewed and approved via and Alterations and Additions application by the Board of Directors.

XIV. Lease / Lease Rider

- A. No lease may be for a period of less than 30 days and must be approved by the Association.

- B. The homeowner must provide all information about tenant to the HOA as well as a copy of the executed Lease and Lease Rider the earlier of 10 days prior to the occupancy or time of the execution of the lease.

- C. The homeowner is responsible for providing the proposed lessee with a copy of the current recorded HOA By Laws and Rules and Regulations.

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- D. The names of all occupants must appear on the lease.
- E. No lessee may rent out or sublease any portion of the property.

XV. Moving / Sale of Home

- A. Moving hours are limited to 7:00AM to 9:00PM. The Association reserves the right to stop moves, which begin before or extend beyond the above designated hours.
- B. Temporary storage solutions (PODS or similar) may be utilized, but are limited to no more than 14 (fourteen) calendar days if placed on the driveway.
- C. Homeowner (seller) must provide buyer with all Association documents (copy's provided at the sellers expense) including By-Laws, Conditions, Covenants & Restrictions and these Rules and Regulations.
- D. A member of the Homeowners Association Board of Directors (or a representative) will be required to do a walkthrough of a sellers lot in order to assure there are no violations of the Rules and Regulations prior to final sale.

XVI. Unauthorized Vehicles

- A. The use of unauthorized vehicles, such as ATV's, snowmobiles, mini-bikes and dirt bikes are not allowed anywhere within the Buckingham Woods community except for loading and unloading.

XVII. Parking

- A. All vehicles are restricted to paved surfaces. There shall be no parking on any portions of the property, including lawn areas and sidewalks.
- B. All vehicles shall display a valid registration plate and sticker. Whenever possible all vehicles are to be kept in garages.
- C. The homeowner of any lot shall keep the garage door of his residence shut at all times when it is not in use. No homeowner shall park or store vehicles on public streets or on driveways within his lot if there is capacity for storage of such vehicles in the garage of his lot. No homeowner shall utilize the space within his garage for purposes, which adversely effect or limit the storage of vehicles therein to meet the designed capacity of such garage.

XVIII. Vehicle Restrictions

- A. Permitted vehicles shall be defined as passenger-type automobiles in a fully drivable and operable condition having no more than five entry doors and specifically excluding limousines or hearses whether or not used for personal purposes; motor bikes and motorcycles, provided that each of the foregoing is

Exhibit A

registered and licensed to be ridden on public roads and highways; light-weight recreational vehicles shall have a "B" "RV" or other passenger license plate, shall have no more than 4 wheels, shall have a curb weight of less than eight thousand (8000) pounds, shall have an overall length of less than (20) feet, shall be capable of being driven into a home's garage and must be stored in a homes garage with the garage door closed, and shall be of a design, which does not impede passage on the sidewalks when parked in the homeowner's driveway.

- B. All vehicles must be cleaned free of excessive mud, sand and stones before entering the community.
- C. Vehicles must not be left in a state of disrepair in driveways; repairs should be done in the garage.
- D. Owners of oversized vehicles (RV's etc.) will be permitted on occasion to park the vehicle temporarily on their driveway for no more than 72 hours at any given time.

XIX. Satellite Dishes

- A. Only Satellite dishes used to receive television and Internet signals are permitted.
- B. All wiring must be hidden.
- C. No wiring may be drilled into soffits, gutters and windows. No wires may go through windows. Ground mounted dishes are not permitted.
- D. All satellites dishes must first be reviewed to be placed on the rear of the home as a primary selection. If no signal is available, it is recommended by the Board of Directors that each homeowner consider any alternative which would minimize view from the front of the home.

XX. Signage and Advertisements

- A. No "for sale" or "for rent" or brokers signs shall be erected, placed or permitted in the yard of any Lot, and any such sign as may be located other than in the yard shall not be more than five (5) square feet. No advertising signs, billboards, or objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any portion of any Lot.
- B. Real Estate "Sold" signs may not remain for more than 10 (ten) days and must follow the same criteria for display as the "For Sale" sign.
- C. Political signs are expressly prohibited.

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- D. Home security signage is acceptable, but must be maintained and replaced when worn.

XXI. Garbage and Refuse

- A. Garbage should be placed on the curb, but must not obstruct the roadway.
- B. Garbage is not to be placed on the curb until after 6:00 p.m. on the eve of the pick-up day. All refuse containers should be retrieved by 9:00 p.m. of the pick-up day.
- C. Every effort should be made to place all refuse in closed containers due to wild animals coming into our neighborhood.
- D. All rubbish trash and garbage shall be stored within the garage or in the rear of the home in sealed containers.
- E. Garbage containers must always be covered in order to prevent debris from blowing around the neighborhood as well as animals getting into the garbage.
- F. Garbage/litter that remains after the garbage has been picked up must be cleaned up by the homeowner.

XXII. Landscaping and Planting

- A. Maintenance
 - 1. Lawn cannot exceed 6 inches and must be properly disposed of.
 - 2. The Homeowner shall be responsible for the maintenance of all landscaping which shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris.
 - 3. All landscaping shall be trimmed to keep plants from obstructing the clear vision of traffic throughout the street ways and side walks.
- B. Landscaping Plans
 - 1. Any Landscaping Plans above and beyond simple plant beds must be submitted to the Board of Directors via and Alterations and Additions form and the Village of Streamwood. (Any hardscape requires an Alterations and Additions Application to the Board of Directors).
 - 2. Requirements for Landscaping Plans: A professionally prepared landscaping plan shall be required and approved by the Community Development Director, or designee, as part of the zoning analysis prior to the issuance of any building permit.

XXIII. Lighting

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- A. Landscape lighting must be positioned to illuminate the Homeowners property and not the neighboring properties.
- B. All lighting must meet the Village of Streamwood requirements and not intentionally or unintentionally disturb neighboring homes.
- C. See Architectural section for detail of lighting requirements.

XXIV. Flower Pots/Boxes and Hanging Baskets

- A. Flower pots/Boxes shall be maintained in good condition so as to present a healthy, neat and orderly appearance.
- B. Hanging baskets must not be left outside the exterior of the home between October 31 and April 1.
- C. Hanging baskets may not be hung from the trees within the common areas.
- D. Neither flowerpots nor hanging baskets may be hung from or attached to split rail fences.

XXV. Snow Removal

- A. The Homeowner is responsible for the snow removal of two inches (2”) or more from the sidewalks, driveways, and entryways within their lot.
- B. Do not shovel snow into the street after the street has been plowed. This is prohibited by Village ordinance and creates serious safety problems.
- C. Snow removal equipment of any variety must be stored inside the homeowner’s garage.

XXVI. Common Areas

Storage of any kind is expressly prohibited on any common area unless the area is expressly designated for such purpose.

- A. Storage
 - 1. Recreational equipment.
 - a) All toys, bicycles and the like must not be unattended and must be removed from common area by evening.
 - b) Playground equipment such as, but not limited to, sandboxes, slides, swings, teeter-totters, playhouse, sporting equipment volleyball and badminton are prohibited.
- B. Use
 - 1. Use of fireworks, incendiary devices or activities, which create a nuisance, are prohibited.
 - 2. Homeowners are responsible for keeping the Common Area’s in a clean state by removing any debris or trash they have contributed.
- C. Damage to Common Area

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1. Fencing may not be removed from common areas.
2. Landscaping in common areas may not be altered.
3. Common area property which is damaged by the conduct of a homeowner or by the homeowner's family, tenants, pets, invites or guests will be repaired by the homeowner's Association and the cost will be specially assessed to the homeowner.
4. The determination of whether or not the homeowner is responsible for the damage is subject to the determination of the Board of Directors or a representative of the management company according to the policies and procedures regarding enforcement of these rules and regulations.

XXVII. Personal Property

- A. No personal property may be left unattended on common property.
- B. No clothes, sheets, blankets, towels or laundry of any kind or other similar articles shall be hung out on any part of property.
- C. Common property must be kept free and clear of all rubbish, debris or other unsightly materials.
- D. Patio furniture, barbecue grills, etc., are not permitted on common property, except as provided otherwise in the Rules and Regulations.

XXVIII. Window Treatments

- A. Blinds, curtains, shades and inside shutters are acceptable window coverings.
- B. Temporary coverings such as sheets, blankets must be removed within a thirty (30) day period of occupancy of a home.
- C. External window shutter removal/replacement must be approved by the Board of Directors prior to installation/removal.

XXIX. Grandfathering Policy

- A. Any homeowner who's existing structure, prior to adopting these Rules and Regulations, is in violation of the Rules and Regulations contained herein, must submit a Additions and Alterations request to the Buckingham Woods Board of Directors within 60 days of Rules and Regulations being adopted. Within this request, it must be stated that you are requesting to be 'grandfathered'.
- B. The Buckingham Woods Board of Directors may or may not grant 'grandfathering' to the request based on 'reasonableness' and 'reasonable accommodation'. The homeowner may be requested to restore the site as to no longer be in violation of these Rules and Regulations.

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- C. The decision of the Buckingham Woods Board of Directors is final and permanent.
- D. Previous Additions and Alterations, which have been approved by the Board of Directors, are NOT required to resubmit for 'grandfathering' as it is an automatic 'grandfathering'.

BUCKINGHAM WOODS HOMEOWNERS ASSOCIATION VIOLATIONS POLICY AND PROCEDURE

1. In accordance with the Association's Declaration, By-Laws and these Rules and Regulations, if someone is believed to be in violation of any of the provisions of the Declaration and By-Laws or Rules and Regulations, a signed, written complaint/incident report must be submitted by an Owner, the property manager, a resident or a member of the Board of Directors ("Complainant"). A written complaint form/incident report prescribed by the Board shall be sent to the manager. The Complainant must be available to testify at a hearing on such violation, if necessary. Owners are responsible for the conduct of all residents, guests, visitors and pets occupying or visiting their residence.

2. The Owner and alleged violator, if different, charged with the violation will be given written notice of the complaint, informing him/her of the alleged violation and (1) will be given a warning not to repeat the conduct alleged; or (2) of a time and place where the Board of Directors will conduct a hearing to review the complaint.

3. At the hearing, the Owner and/or alleged violator will have the opportunity to present a defense and respond to accusations. All hearings will proceed with or without the presence of the Owner or alleged violator, so long as notice has been sent in advance. The findings of the hearing will be decided by the Board of Directors, for disposition at its next regularly scheduled meeting. The review and determination by the Board shall be final and binding upon each and every Owner and their residents.

4. The hearing will proceed based upon witness complaints and/or witness testimony and evidence/proof provided. The Board will weigh all evidence prior to rendering a finding. All hearings shall be closed.

5. If any Owner is found guilty of a violation, the Board will notify the guilty party in writing and a fine may be charged, including daily fines if applicable, for continued violations to the assessment account of the Owner of the Lot in which the guilty person resides and collected with the monthly assessments. Generally, the fine shall be \$50.00 per violation incident, however, the Board reserves the right to assess an alternate or daily fine based upon the circumstances of the violation.

6. In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. This shall be determined by the majority of the Board at a meeting where quorum is present. Any and all costs and attorneys' fees shall be assessed back to the account of the offending Owner at the time they are incurred.

Exhibit A

BUCKINGHAM WOODS HOMEOWNERS ASSOCIATION
VIOLATION REPORT

PLEASE NOTE: A Violation Report must be completely filled out or the complaint will not be considered valid by the Board. After the report has been filed, it will be necessary for you to appear at the next regularly scheduled Board Meeting on _____ at approximately _____ p.m. The violator will also be asked to attend this meeting. After hearing this case, the Board will determine if a violation occurred and if a fine should be levied.

Alleged Offender's Name: _____

Address: _____

Violation Location: _____

Date of Violation: _____ Approx. Time: _____

VIOLATION(S):

Report submitted by: _____

Phone: _____

Address: _____

Signature: _____

Exhibit A

**BUCKINGHAM WOODS HOMEOWNERS ASSOCIATION
NOTIFICATION OF VIOLATION REPORT**

DATE: _____

TO: Owner _____

A Violation Report form has been filled out accusing you of violating the Association's Declaration, By-Laws or Rules and Regulations regarding:

This was violated by: _____

The Board of Directors will review the violation(s) at our next regularly scheduled Board Meeting on _____ at approximately _____ p.m.

You have a right to present a defense and evidence regarding this accusation. After hearing the case, the Board will determine if a violation occurred and if a fine should be levied.

Please be present at this meeting. The Board will proceed on the aforesated date with or without your presence.

Very truly yours,

Board of Directors,
Buckingham Woods Homeowners
Association

cc: Occupant if rental

Exhibit A

BUCKINGHAM WOODS HOMEOWNERS ASSOCIATION
NOTIFICATION OF DETERMINATION REGARDING VIOLATION

DATE: _____

TO: Owner _____

On this _____ day of _____, 20____, the Board found you to be in violation of the Declaration, By-Laws or Rules and Regulations of the Association regarding:

This was violated by: _____

The Board has taken the following action:

- () The Board has determined that no violation occurred.
- () The Board has determined that a violation has occurred. Accordingly, costs and expenses of \$_____ have been assessed against your Lot.
- () The Board has determined that a subsequent violation has occurred and costs and expenses of \$_____ have been assessed against your Lot. As such, we have been instructed to inform you that legal proceedings will be instituted if further violations occur.
- () As a result of a subsequent violation, legal fees in the amount of \$_____ have been incurred by the Association and these expenses are being charged against your Lot.

Please see Page(s) _____ of the Rules and Regulations regarding this violation (copy attached).

Very truly yours,

Board of Directors,
Buckingham Woods Homeowners
Association