

EXHIBIT "D"

BYLAWS

OF

MAGNOLIA PARK NEIGHBORHOOD ASSOCIATION, INC.

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BYLAWS
OF
MAGNOLIA PARK NEIGHBORHOOD ASSOCIATION, INC.

Article I
Name, Membership and Definitions

Section 1. Name. The name of the Association shall be Magnolia Park Neighborhood Association, Inc. (the "Association").

Section 2. Membership. The Association shall have one (1) class of membership, as is more fully set forth in the Declaration of Protective Covenants for Magnolia Park (such Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

Section 3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

Article II
Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.

Section 2. First Meeting and Annual Meetings. An annual or special meeting shall be held within one (1) year from the date the Declaration is recorded. Annual meetings shall be set by the Board so as to occur no later than sixty (60) days after the close of the Association's fiscal year. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday (excluding Saturday and Sunday).

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a Majority of the Board of Directors or upon a petition signed by at least twenty-five percent (25%) of the Total Association Vote (the consent of Declarant shall not be required). The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary of the Association to mail or to cause to be delivered to the Owner of record of each Unit a notice of each annual or special meeting of the Association stating the time and place where it is to be held and, for a special meeting, the purpose thereof. If an Owner wishes notice to be given at an address other than his or her Unit, he or she shall have designated by notice in writing to the Secretary of the Association such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than thirty (30) days before a meeting.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a Majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. The voting rights of the members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary of the Association before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Unit, or upon receipt of notice by the Secretary of the Association of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9. Quorum. The presence, in person or by proxy, of ten percent (10%) of the total eligible Association vote shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 10. Action without a Formal Meeting. Any action to be taken at a meeting of the members, or any action that may be taken at a meeting of the members, may be taken

without a meeting if one or more consents, in writing, setting forth the action so taken shall be signed by members holding the voting power required to pass such action at a meeting held on the date that the last consent is executed and such action is consented to by Declarant, if required. Such action shall be effective upon receipt by the Association of a sufficient number of such consents executed by current members unless a later effective date is specified therein. Each signed consent shall be delivered to the Association and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Section 11. Action by Written Ballot. Any action to be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and, except in the case of the election of directors, provide an opportunity to vote for or against each proposed action. Approval by written ballot of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and, except in the case of the election of directors, the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter (other than election of directors); and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked without the consent of the Board of Directors. The results of each action by written ballot shall be certified by the Secretary of the Association and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the directors must reside in the Community and shall be members or spouses of such members; provided, however, no Person and his or her spouse may serve on the Board at the same time.

Section 2. Directors Appointed by Declarant. The Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (a) December 31 of the year in which Declarant no longer owns any property for development and/or sale in the Community and no longer has the right to unilaterally annex additional property to the Community; or (b) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. The Declarant intends to surrender such authority on December 31 of the year in which ninety (90%) percent of the Units planned by Declarant to be a

part of the Community shall have been conveyed to Owners for occupancy as a residence. Each Owner, by acceptance of a deed to or other conveyance of a Unit, vests in Declarant such authority to appoint and remove directors and officers of the Association. The directors appointed by the Declarant need not be Owners or residents in the Community.

Section 3. Number of Directors. The Board shall initially consist of three (3) members; provided, however, the Board may, at any time after the meeting at which the Owners elect directors pursuant to Article III, Section 5(a) of the Bylaws, increase the number of Board members to five (5).

Section 4. Nomination of Directors. Elected directors may be nominated from the floor and may also be nominated by a nominating or elections committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 5. Election and Term of Office. Owner-elected directors shall be elected and hold office as follows:

(a) After Declarant's right to appoint directors and officers terminates, the Association shall call a special meeting to be held at which Owners shall elect three (3) directors.

(b) At annual meetings of the membership thereafter, directors shall be elected. All eligible members of the Association shall vote on all directors to be elected, and the candidate(s) receiving the most votes shall be elected; provided, however, the initially elected directors shall serve the remainder of their terms.

The term of one (1) director shall be fixed at one (1) year, the term of one (1) director shall be fixed at two (2) years, and the term of one (1) director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one (1) or more of the members of the Board of Directors may be removed, with or without cause, by a Majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than twenty (20) days may be removed by a Majority vote of the directors at a meeting, a quorum being present. This Section shall not apply to directors appointed by Declarant.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason,

excluding the removal of a director by vote of the Association, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each Person so selected shall serve the unexpired portion of the term.

B. Meetings.

Section 8. Organizational Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a Majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a Person at the director's home or office who would reasonably be expected to communicate such notice promptly to the director; (d) by telegram, charges prepaid; or (e) by commercial delivery service to such director's home or office. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company shall be given at least forty-eight (48) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present

shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a Majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by a Majority of the Total Association Vote. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 14. Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 15. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 16. Action without a Formal Meeting. Any action to be taken at a meeting of the directors, or any action that may be taken at a meeting of the directors, may be taken without a meeting if a consent, in writing, setting forth the action so taken shall be signed by all of the directors and delivered to the Association for filing in the permanent records of the Association.

Section 17. Telephonic Participation. One (1) or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all directors participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

C. Powers and Duties.

Section 18. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, the Articles of Incorporation of the Association, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws or

by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the assessments;

(c) providing for the operation, care, upkeep and maintenance of all areas which are the maintenance responsibility of the Association;

(d) designating, hiring and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending use restrictions and rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

(k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and

(l) contracting with any Person for the performance of various duties and functions.

The Board shall have the power to enter into common management agreements with

trusts, condominiums or other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 19. Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. Declarant or an affiliate of Declarant may be employed as managing agent or manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice.

Section 20. Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and
- (iii) a time period during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not continuing. The Board shall allow at least twenty-four (24) hours to remove any unapproved sign and at least ten (10) days for abatement of other violations. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.

(b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice stating the nature of the violation, impose a fine.

Article IV **Officers**

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. Election, Term of Office and Vacancies. Except during the period in

which Declarant has the right to appoint the officers of the Association under Article III, Section 2 of these Bylaws, the officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article V **Committees**

Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings when not in conflict with Georgia law, the Articles of Incorporation of the Association, the Declaration, these Bylaws, or a ruling made by the Person presiding over the proceeding.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation of the Association, the Declaration, and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation of the Association, and the Bylaws (in that order) shall prevail.

Section 4. Amendment. The provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment of these Bylaws; provided, however, that the VA (if it is then guaranteeing any Mortgage in the Community as determined by telephone inquiry to VA) and/or HUD (if it is then insuring any Mortgage in the Community as determined by consulting the current list of approved subdivisions regularly published by HUD and furnished to Mortgage companies) shall have the right to veto material amendments to these Bylaws for as long as Declarant has the right to appoint and remove the directors and officers of the Association.

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P. O. Box 87363
Atlanta, Georgia 30337

Dear Homeowner:


The attached Design Guidelines were prepared and revised by the Board of Directors. The guidelines are presented to assist all residents in maintaining high standards of design and compatibility, as well as provide day to day guidance to promote harmonious lifestyles. They do not modify any requirements set forth in the protective covenants, and it should be noted that the language of the covenants controls.

The covenants contain design review authority and broad, general objectives of the neighborhood association. The guidelines, which may be modified from time to time, have been developed to supplement and amplify the covenants. The guidelines serve two purposes: (1) to assist the homeowner, both in designing the proposed improvement and in determining how to apply for approval; and (2) to provide criteria for consistent decisions by the current and future Covenants Committees.

The overall goal of these guidelines and recommendations is to keep your community an attractive and desirable place in which to live, and it is hoped their use will provide each resident with a practical and simple means of doing so.

When planning exterior alterations, please consult the attached guidelines and pertinent sections of the covenants. You should then submit your plans to the Board of Directors. If you have any further questions you may contact the Board of Directors at (770) 996-2400.

Sincerely,


Merrill Walker
For the Board of Directors

TOWNHOME & CONDOMINIUM

DESIGN GUIDELINES

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- * REQUEST FOR MODIFICATION REVIEW FORM

APPLICATION INFORMATION

1. A complete Form must be submitted through the Covenants Committee for all modifications. **The verbal approval of any sales agent, John Wieland Homes and Neighborhoods' employee, association representative is not sufficient. All modification approvals must be in writing.** When plans are required, they must be submitted with the Form. A Form is attached to these guidelines. Additional Forms are available from the John Wieland Homes and Neighborhoods Sales Office or the Covenants Committee.
2. The Covenants Committee ordinarily meets on a regular basis, except when a holiday postpones a meeting. Owners generally receive a response to their request within ten days after their meeting at which the request is considered.

COVENANT ENFORCEMENT PROCEDURES

1. Apparent covenant violations - as reported by any source - must be submitted in writing to the Covenants Committee to be referred for appropriate action.
2. If a violation cannot be resolved by the Covenants Committee, the Advisory Committee will refer the matter to the Board of Directors who will send a letter requesting compliance and/or submissions for approval.
3. If necessary, follow-up correspondence requesting immediate action will be sent. Possible sanctions include: (i) suspension of the right to vote; (ii) suspension of the right to use the recreational facilities; or (iii) recordation of notice of covenant violation with the superior court; (iv) imposition of a fine on a per violation and/or per day basis; (v) commencement of legal procedures; (vi) correction of the violation by the association with all costs charged to the violator; and/or (vii) filing a lien for all fines and costs to correct the violation.

**TOWNHOME & CONDOMINIUM
NEIGHBORHOOD ASSOCIATION GUIDELINES**

GUIDELINE NO. 1

Pets

- 1.1 Pets shall be restrained on a leash at all times when allowed outside of the unit, accompanied by the pet owner at all times.
- 1.2 Pets are not permitted to run unattended in the Common Area nor may they be tied up in the common area. Pets are not to be left unattended.
- 1.3 Pet owners must immediately clean up after their animal at all times.
- 1.4 Any pet that is determined to be, in the sole opinion of the Board of Directors, an unreasonable nuisance to the community due to either noise or odor shall be subject to removal from the community.
- 1.5 Pet owners are responsible for any damage that is caused to the common area by their pet(s), the repairs for which shall be made by the Association and assessed to the Unit Owner.

GUIDELINE NO. 2

Patios, Exterior Decorative Objects, Front Porch Flower Pots, Grills, Etc.

- 2.1 A Form must be submitted for all exterior decorative objects, both natural and man-made. Exterior decorative objects include items such as bird baths, wagon wheels, sculptures, fountains, artificial flowers/plants, rocks, free-standing poles of all types, flag poles, and items attached to approved structures.
- 2.2 Front doors and entry area decorations must be tasteful and in keeping with the style and colors of the house. Plants and flowers in pots must always be neat and healthy. Neatly maintained front porch flower pots (maximum of 4) that match exterior color containing evergreens/flowers do not require submission of a Form.
- 2.3 Objects will be evaluated on criteria such as siting, proportion, color and appropriateness to surrounding environment.
- 2.4 Patios may not be used as storage areas nor in any way distract from the appearance from the building.
- 2.5 Residents shall not dry or air clothes on the patio areas or on lines or poles hung on the exterior of any building.

GUIDELINE NO. 4

Exterior Landscaping and Maintenance

- 4.1 Sidewalks and entrances must not be obstructed.
- 4.2 No owner or occupant shall plant or place flowers, plants, gardens, hanging baskets or shrubbery outside of their individual courtyard unless prior written consent is given by the Board of Directors except for those placed in pots on the front patio or deck.
- 4.3 Vehicular traffic across the lawn and landscaped areas is not permitted. The expense to repair areas due to repeated foot traffic or vehicular access will be assessed to the Owner causing said damage.

GUIDELINE NO. 5

Signage & Flags

- 5.1 The Board of Directors shall approve all signage prior to installation for appropriateness, size, and placement. Signage that may be considered acceptable shall include:
 - One sign placed inside a window offering a unit for sale or lease, not larger than four (4) square feet. Sign must be aesthetically pleasing in color and design with appropriate wording or,
 - One small decal (not larger than 4" x 4") may be placed on windows or the exterior of the unit indicating a security system exists on the property.
- 5.2 No flags or banners shall be permitted. This is not intended to limit or prohibit the display of the current U.S. flag; however, lighting of a flag is not permitted. Therefore, flags shall be required to be removed daily in accordance with proper etiquette for the display of a national flag.

GUIDELINE NO. 6

Lighting/Air Conditioning Units

- 6.1 The Association shall be responsible for common area lighting. All lights controlled by an interior switch shall be maintained by the individual and resident shall be responsible for replacing the light bulb as needed.
- 6.2 No patio or porch area shall be enclosed by means of screening or otherwise unless specifically approved by the Board of Directors.
- 6.3 Window air conditioning units shall not be permitted on any Unit.

GUIDELINE NO. 7

Insurance

- 7.1 The Association's Insurance Policy does not cover the contents of the unit or liability within it. Each Townhome/condominium owner should arrange for insurance coverage for all losses and risks growing out of the ownership and/or occupancy of the premises.
- 7.2 Any and all insurance claims pertaining to the Association's policy are to be filed through the Board of Directors.
- 7.3 All damages due to negligence of the owner will be the responsibility of the owner, and the owner will pay the deductible. Damages occurring by no fault of the owner will be the responsibility of the Association and the Association will pay the deductible. It is the Board's responsibility to determine "negligence", in which case the owner presents his/her case before the Board in a hearing. All decisions made by the Board in this hearing are binding.

GUIDELINE NO. 8

Vehicles and Parking

- 8.1 Roads within the community are designated as private streets. Vehicles shall not be parked on any street within the Community. Vehicles shall park in garages. If more vehicles are owned than garage space is available, vehicles may be parked in the driveway. Temporary parking (four hours or less) is allowed if not a nuisance to neighbors or impediment to traffic flow. Homeowners are responsible for guest parking and must ensure that guests park in a safe manner and do not impede access to other driveways and traffic.
- 8.2 All vehicles shall meet local noise requirements. All vehicles must have mufflers in good working condition.
- 8.3 No boats, trailers, RV's or commercial vehicles shall be parked in the neighborhood at any time except for the purpose of loading and unloading. No inoperative vehicle shall remain parked in the neighborhood for a period of longer than 24 hours. In both cases above, any such vehicle(s) shall not create an access problem to other residents nor shall such vehicles be parked unattended within the community (i.e. within fire lanes). Such vehicles are subject to the immediate removal (towing) at the owner's expense.
- 8.4 No mechanical work will be performed on vehicles in the subdivision except as can be provided within the enclosed garage of the unit, screening the sight, sounds and odors of such repairs. Such repair activity shall be limited to the necessary repairs of the resident's vehicles only and shall not extend to the repairs of vehicles not belonging to residents of the community.

- 8.5 Vehicles that are parked on subdivision property illegally, or without current license plates, or have not been moved for a period of 48 hours or longer are in violation of the Covenants, and shall be determined abandoned and may be towed and/or ticketed.

GUIDELINE NO. 9

Satellite Dishes

No transmission antennas or satellite dishes of any kind, and no direct broadcast satellite ("DBS") antennas or multi-channel multi-point distribution service ("MMDS") antennas larger than one (1) meter in diameter, shall be placed, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board of Directors or its designee. DBS and MMDS antennas and satellite dishes one (1) meter or less in diameter and television broadcast service antennas may be installed after notification to Board of Directors only if reasonably screened and located as approved by the Board of Directors or its designee and installed in accordance with the rules and regulations of the Federal Communications Commission and of the Association, both as may be amended from time to time. However, the Board and Declarant reserve the right to (but shall not be obligated to) erect any type and size of master antenna, satellite dish or other similar master system for the benefit of the Community. Each Owner and Occupant acknowledges that this provision benefits all Owner's and Occupant's and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of any individual outdoor antenna or similar device would be the most cost-effective way to receive the signals sought to be received.

Antennas shall be located in a place shielded from view from the street or from other lots or units to the maximum extent possible; provided, however, that nothing in this rule would require installation in a location from which an acceptable quality signal may not be received. Typical installation locations would be (in this order), inside unit or under eaves of roof. This section does not permit installation on common property, even if an acceptable quality signal may not be received from an individually owned lot. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal. Owners shall not permit their antennas to fall into disrepair or to become safety hazards.

Antennas situated on the ground and visible from the street or from other lots must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Association may require antennas to be screened by new landscaping or screening of reasonable cost.

Antennas, masts and any visible wiring must be painted to match the color of the structure to which it is installed, if acceptable quality signal may be received.