

**AMENDED & RESTATED RULES AND REGULATIONS
OF
THE LENOX VILLAGE NEIGHBORHOOD ASSOCIATION, INC.**

(Effective as of March 15, 2016)

Section 1. Association Documents: These rules and regulations (the “Rules and Regulations”) shall be supplementary and in addition to the provisions of the Master Deed Restrictions for Lenox Village (the “Master Deed”), the Declaration of Covenants, Conditions, and Restrictions for Lenox Village Neighborhood Association, Inc. (the “Declaration”), and the Charter and Bylaws of the Lenox Village Neighborhood Association, Inc. (the “Association”), all as may be amended and/or supplemented from time to time (The Rules and Regulations, Master Deed, Declaration, Charter, and Bylaws may be collectively referred to herein as the “Documents”). Capitalized terms used in these Rules and Regulations are as defined in the Declaration. The Board of Directors (the “Board”) may alter, amend, delete or change these Rules and Regulations at any time upon a majority vote thereof. To the extent that any provision of these Rules and Regulations conflicts with the provisions of the Master Deed, Declaration, Bylaws, and/or Charter of the Association, all as may be amended from time to time, the provisions of said Master Deed, Declaration, Bylaws, and/or Charter shall control. These Documents shall apply to all Lots, Parcels, and Residential Units of Lenox Village, as well as the Owners thereof, and such Owners’ tenants, family members, occupants, guests, and invitees. Owners of condominium units annexed and subjected to the Declaration as part of the Town Center Homes must also adhere to the Town Center Homes Rules and Regulations.

Section 2. Use:

- 2.1 The Units shall only be used for private residential use only, except as otherwise provided under the Declaration. All use of the Properties and any Unit therein shall conform to applicable zoning ordinances, and all other laws and regulations of the state, county and municipal authorities having jurisdiction.
- 2.2 The Common Area (also referred to and defined as the “Commons” under the Declaration), shall be used only for access, ingress and egress to and from the respective Units by the persons residing therein and their respective family members, guests, invitees, household help and other authorized visitors, and for other purposes incidental to the designated use of the respective Common Area. Designated walkways and paved areas shall be used at all times and shortcuts shall be avoided both to prevent accidents and to preserve the appearance of planted areas. The sidewalks, driveways and parking areas must not be obstructed or encumbered or used for any purpose other than access, ingress, egress and for parking. Bicycles, tricycles and skateboards shall not be stored or used on the Common Area, except for egress and ingress. The Association, the Board of Directors and their authorized employees, agents and representatives shall have such access to any Unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Area, the Units or any

portion thereof, in accordance with the terms of the Declaration. Any maintenance, alteration or repair of the Common Area is the responsibility of the Association, except as otherwise provided under Section 4.7 of the Declaration.

Section 3. **Nuisances:** No unlawful, immoral, noxious or offensive activities shall be carried on or in any Unit, the Common Area, or elsewhere within the Neighborhood, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board of Directors cause unreasonable noise, odors, light or other disturbance to others. All radios, televisions, musical instruments or other items which cause noise shall be maintained at a level that does not annoy or interfere with other Owners' or tenants' enjoyment of their Lots, Parcels, or Units and the Common Area within the Neighborhood.

Section 4. **Alterations, Maintenance and Repair:** Each Owner of a single family detached home shall maintain his Unit in good condition and in good order and repair (example: roof, gutters, shutters, mailbox and painted surfaces, etc.). Each Owner shall not do or allow anything to be done therein which may increase the rate or cause the cancellation of insurance on the Common Area. No structural alteration, construction, addition or deletions of any Unit or the Common Area shall be made by the Owners except with the prior written consent of the Design Review Board (the "DRB") in accordance with Lenox Village Design Code (the "Design Code"). As provided in Section 4.2(d) of the Master Deed Restrictions, any alterations, improvements, or modifications to the interior of the Residential Unit that does not affect the external structure or appearance of said Residential Unit, or the building in which it is located (as applicable), shall not be subject to review.

Unauthorized changes or improvements must be removed or restored to original condition at the discretion of the Design Review Board and such removal/restoration will be at the Owner's expense. Any costs associated with such remedial action shall be added to and become a part of the Individual Parcel Assessment to which such Lot, Parcel, or Unit is subject and shall be a continuing lien against said Lot, Parcel, or Unit, along with late fees, accrued interest, and costs of collection, including reasonable attorneys' fees, for which the Association may seek recovery pursuant to Section 10.8 of the Declaration.

If an Owner fails to maintain any part of said Owner's Lot or Parcel (including the yard and any wall, fence, building, garden structure or other structure) in a clean, attractive and safe manner, in accordance with the provisions of the Documents, the Association shall notify the Owner of its findings and assess fines or seek other measures to remedy the noncompliance, all in accordance with the Declaration and Section 13 herein. The Board may reduce or eliminate the time for notice and cure provided under Section 13 for any violations under this Section 4, if it believes the condition creates a hazard to the health, safety, and welfare of the Neighborhood. All costs related to such remedial action shall be added to and become a part of the Individual Parcel Assessment to which such Lot, Parcel, or Unit is subject and shall be a continuing lien against said Lot, Parcel, or Unit, along with late fees, accrued interest, and costs of collection, including reasonable attorneys' fees, for which the Association may seek recovery pursuant to Section 10.8 of the Declaration.

Section 5. **Storage:** Storage PODs are allowed on an Owner's Lot for a maximum of 14 days as long as they do not interfere with traffic or emergency services vehicles. The same time

limit applies to Owners of condominium Residential Units; provided, however, that PODs located in parking lots dedicated for the use of condominium Residential Unit Owners must be parked in the Owner's reserved parking space and must not take up more than one parking space or otherwise infringe upon another Owner's reserved parking space.

Section 6. Trash:

- 6.1 Garbage Can Storage: All garbage cans shall be stored or screened so as to be concealed from view of the streets, or in the case of residences that back to an alley, pulled up to the fence line.
- 6.2 Burning of trash is not permitted.
- 6.3 Accumulation or storage of litter, building materials, etc. on any Lot or Common Area is not permitted.
- 6.4 All trash, garbage, or other waste should be stored in sanitary containers and designated receptacles. Owners of condominium Units, or such owners' tenants, family members, occupants, guests, and invitees, are not permitted to place trash outside of their door in the breezeway area.
- 6.5 Garbage cans and recycle bins must be kept in a clean and sanitary condition and be kept free from odor.
- 6.6 Garbage cans and recycle bins may be placed on the curb for pickup, but should be removed and stored within 24 hours of garbage pickup.
- 6.7 Owners and Tenants of Single Family Homes and Townhomes are not permitted to use the dumpsters in the Town Center area. The dumpsters are reserved for condo owners/tenants and the retail businesses only.
- 6.8 If, and for so long as, the cost of waste removal is included in the General Assessments collected by the Association, the Board reserves the right to mandate a specific waste removal company that would be used by all residents.

Section 7. Signs: Except as otherwise permitted in the Declaration or Design Code, no signs of any type shall be erected, posted, or displayed upon, in, from or about any Unit or the Common Area, including any window or door of a Unit, without the prior written consent of the DRB or Board. Signs that do not comply with the Declaration or the regulations outlined below will be removed from the property. Total sign area (sign plus frame or post) not to exceed 24' x 30" plus a 6" rider.

- 7.1 Real Estate: Commercial and business signs of any kind are prohibited upon Lots, Parcels, or Residential Units except for active real estate and contractor signs as provided under the Design Code. One real estate sign with a total area of 24"by 30" plus a 6" rider maximum advertising a property for sale or rent may be displayed in the front yard of any single family residences or townhomes; provided, however, that such signs are not to be illuminated. Signs are not to be

placed between the sidewalk and the street. Real Estate Open House signs are permitted on Common Areas/intersections from 3pm on Friday until sundown on Sunday. Any such real estate sale/rent signs shall only be permitted in windows of condominium Residential Units.

- 7.2 Temporary signs are allowed for birth announcements, garage sales and similar non-profit, non-reoccurring events. Each resident is permitted to display one sign of each type; example 1 (one) real estate sign and 1 (one) birth announcement can be used at the same time.
- 7.3 Political signs are allowed for the duration of campaigns and elections; provided, however, that such signs are to be removed within one week after either the candidate leaves the race, or the election has been held and completed.
- 7.4 Home Security Signs providing notice of a security system shall be affixed to a building or railing. Residents in Lenox Village II, Sections One and Two, which have curbside mailboxes can affix their security sign to the mailbox post.
- 7.5 Signs and announcements are not permitted to be attached to any decorative pole or post in Lenox Village nor on any mailboxes. Signs and announcements should only be posted at the bulletin boards in designated locations.

Section 8. Parking and Driving:

- 8.1 The maximum speed limit on the Properties is 30 MPH unless otherwise posted by the local governmental authorities. All traffic regulations must be observed by each Owner and each Owner's family members, occupants, guests, tenants, or employees.
- 8.2 No vehicle shall be parked on the Common Area except in an authorized and designated parking space.
- 8.3 Parking. On-street parking is permitted in accordance with applicable local governmental codes, ordinances, and regulations. Any violations shall be reported to the applicable governmental authorities. Boats, campers, and trailers are prohibited from parking on streets, alleys, or grass.
- 8.4 No motorized vehicle shall be operated on any walkway or other area except upon the driveways and parking areas designated for vehicular use. All motor vehicles (including mini bikes, 4 wheelers, go carts, and golf carts) are restricted to the street and driveway and shall comply with all state and local laws. Under no circumstances shall mini bikes, scooters, 4 wheelers, go carts or golf carts, or other similar vehicles be ridden on any Lot or Common Area except for authorized maintenance vehicles.
- 8.5 No vehicle repair or maintenance other than washing and waxing or the changing of a flat tire/changing of oil shall be made on the Properties. A violation of this rule will result in the vehicle being towed away at the expense of the Owner

and/or the imposition of a fine. No extraordinary or extensive maintenance of vehicles can be carried out on any common area or in the alley.

- 8.6 No recreational vehicles, mobile home, boat or trailer shall be allowed at any time unless stored in a garage and completely out of view.
- 8.7 Garage doors shall be kept closed except during ingress and egress. Garage doors shall be kept closed while garage area is unattended.

Section 9. **Common Area:** The Commons, or Common area, is for the use and enjoyment of all residents.

- 9.1 Only authorized maintenance personnel are allowed to adjust any Common Area equipment.
- 9.2 No vehicles, structures of any kind, trash, or other materials shall be placed upon the Common Area without the prior written consent of the Association.
- 9.3 Any damage to the Common Area or adjacent property caused by an Owner, his family members, occupants, guests, tenants, invitees or pets shall be repaired by the Association and the cost thereof shall be added to and become a part of the Individual Parcel Assessment to which such Owner is subject and shall be a continuing lien against said Owner's Lot, Parcel, or Unit, along with late fees, accrued interest, and costs of collection, including reasonable attorneys' fees, for which the Association may seek recovery pursuant to Section 10.8 of the Declaration.
- 9.4 No item of common ownership shall be removed from the Common Area or damaged by any resident or guest. Any Owner, occupant, family member, guest, tenant or invitee violating this rule shall be sanctioned, fined or subject to criminal prosecution by the Association. The Owner of the Unit in which said resident, tenant, or occupant resides or guest or invitee visits shall be held responsible for the cost of any item so removed or damaged and the cost thereof shall be added to and become a part of the Individual Parcel Assessment to which such Owner is subject and shall be a continuing lien against said Owner's Lot, Parcel, or Unit, along with late fees, accrued interest, and costs of collection, including reasonable attorneys' fees, for which the Association may seek recovery pursuant to Section 10.8 of the Declaration.
- 9.5 No individual may use the Common Area in ways not approved by the Association. The Common Area, and any facilities located thereon, may be reserved by non-residents for a fee. Common Area may also be reserved for exclusive use by Owners and residents for private parties for a reduced rate.
- 9.6 Camping is not permitted on any Common Area.

Section 10. **Association Management:**

- 10.1 Complaints or suggestions regarding the management of the Properties or regarding the actions of other Owners or residents shall be made in writing to the Board of Directors of the Association through the Property Management Company.
- 10.2 No Owner shall request or cause an employee of the Association, or of any management company employed by the Association, to do any private work during contracted business hours in any residence except as authorized in writing by the Association.

Section 11. Access: The Board, or its designated agent, may request access to individual Residential Units for use in emergency situations or to comply with the Association's maintenance and repair obligations, if any, under the Documents, and the Owners must provide this access within a reasonable period of time, unless the emergency situation dictates immediate access, in which event, the Association, and its agents and representatives, shall not be held responsible for any damage caused by gaining access to said Residential Unit.

Section 12. Rules and Regulations: There shall be no violation of any of these Rules and Regulations or of the terms and provisions of the Documents, or other supplemental Rules which may from time to time be adopted by the Board of Directors and promulgated among the membership in writing. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Directors.

If an Owner or resident intentionally or knowingly files a false report of violation against another Owner or resident, then such Owner is subject to a fine to be determined in the sole discretion of the Board up to the maximum fine amount allowed under Section 13 herein.

Section 13. Enforcement of Documents: The Association is responsible for the enforcement of the covenants, conditions, rules, and restrictions set forth in the Documents, and except as otherwise provided below in Section 13 with respect to assessments, any violation thereof shall be addressed by the Association in accordance with the following guidelines and procedures which are supported in Article XI, Section 11.8(b) of the Declaration:

- (a) The Owner will first be sent a letter outlining the violation(s), and thereafter, said Owner shall have a period not less than (10) days to correct said violation(s) (the "Cure Period"). Owner shall have the right to file a written petition for appeal with the Board within said Cure Period, and if said appeal is timely filed, the Board shall consider the petition, provide the Owner with an opportunity for a hearing, and deliver its decision to the Owner, all to occur within thirty (30) days after receipt of said petition (the "Appeal Period"). The Board reserves the right to extend the decision period if deemed necessary.
- (b) If the violation(s) is not corrected by the Owner by the expiration of the Cure Period, or by the expiration of the Appeal Period if (i) an appeal was timely filed and (ii) an adverse decision was rendered against the Owner by the Board, then the Association shall assess a \$50.00 fine per incident

against said Owner. In addition, if the violation(s) is not corrected within an additional thirty (30) days after the expiration of the Cure Period (or Appeal Period if applicable), then the Association shall assess an additional \$100.00 per month fine against the Owner until such violation(s) is corrected. Additional fines may be assessed to cover costs of repairs and damages resulting from any violation of the Documents.

- (c) All charges and fines imposed by the Association under this Section 13 are due and payable on the first day of each month after they are assessed unless otherwise specified. Failure to pay the fine by the 15th of the month in which they are due will result in a \$10.00 late penalty per month. Payment shall be made at the management company's office by check or certified funds, payable to the Association. Failure to pay any fine or assessment levied under this Section 13 shall constitute a lien against the Unit of the Owner, which may be enforced as provided under Section 10.8 of the Declaration or by any other available remedies at law or in equity, and any costs of collection, including attorneys' fees, shall be paid by said Owner.
- (d) In addition to the foregoing remedies under this Section 13, if the Owner does not correct the violation within the timeframe set forth in subsection (b) above, then the Association may cause its agents and representatives to enter upon said lot and take such action necessary to remedy said violation (i.e., removal of signs, towing of vehicle, etc.). Any costs associated with such remedial action shall be added to and become a part of the assessment to which such Unit is subject and shall be a continuing lien against the Unit, along with late fees, accrued interest, and costs of collection, including reasonable attorneys' fees, for which the Association may seek recovery pursuant to Section 10.8 of the Declaration.

Section 14. Monthly Assessments: All assessments with respect to the Units are to be paid monthly and are due and payable on the first day of each month unless otherwise specified. Payment should be made directly to the Association at the management company's office or remit address provided. Failure to pay by the 15th day of each month will result in a monthly late fee on the unpaid assessment in the amount of \$10.00. Said late fee amount may be increased from time to time by the Board, provided however, that in no event shall the late fee amount be greater than as permitted under applicable law. All unpaid assessments and late fees shall constitute a lien against the Unit of the Owner, which may be enforced as provided under Section 10.8 of the Declaration. After assessments are sixty days late, the matter will be turned over to the Association's attorney who shall then institute collection procedures against the Owner. The delinquent Owner will be responsible for the payment of any attorneys' fees and costs arising from the legal action.

Section 15. No Waiver: Any delay or omission by the Association to adhere to the guidelines set forth in Sections 13 or 14 above with respect to a violation of the Documents or failure to pay monthly assessments, as applicable, shall not be construed as, or deemed to be, a

waiver of either (i) a subsequent violation of the same covenant, condition, rule or restriction, or (ii) any other past, present or future violation.

Section 16. Admission of Guests on Properties: Each Owner is responsible for every person such Owner or resident admits onto Common Area of the Neighborhood and such entry shall not be permitted except to invited or expected family members, tenants, guests and invitees. Any damage caused by the family member, tenant, invitee, or guest will be assessed against the Owner, and the Owner will be responsible for paying any such fine assessed. Any costs associated with such remedial action shall be added to and become a part of the assessment to which such Unit is subject and shall be a continuing lien against the Unit, along with late fees, accrued interest, and costs of collection, including reasonable attorneys' fees, for which the Association may seek recovery pursuant to Section 10.8 of the Declaration.

Section 17. Pets: Pets may be kept by an owner on his parcel but only if such pets do not cause an unsafe condition or unreasonable disturbance or annoyance within the Neighborhood. Each resident (owner or tenant) is responsible for the behavior, care, and clean up after of their pet.

- 17.1 Owners and tenants are permitted to keep dogs, cats or other household pets not totaling more than two (2) in number, provided that a reasonable number of other generally recognized household pets, as determined in the Board's sole discretion, weighing less than two (2) pounds each (including by way of illustration, but not limitation, fish, gerbils and small birds) are also permitted.
- 17.2 No Animals, livestock, or poultry of any kind shall be raised, kept, pastured, bred or maintained for commercial purposes on any lot. Livestock type animals are not permitted to be kept as pets including, but not limited to, pigs, goats, chickens/poultry, or cows.
- 17.3 No animal may be a nuisance by barking, howling, or making loud noises so as to disturb your neighbors' rest or peaceful enjoyment of their Residential Unit.
- 17.4 Dogs, cats, or other household pets must be kept within the confines of the Owner's Lot, except when being held on a hand leash by the person attending to the animal.
- 17.5 Each Owner or tenant shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of any pets permitted herein.
- 17.6 If after notice and hearing, the Association finds that a pet causes an unsafe condition or unreasonable disturbance or annoyance, it may require an Owner or tenant to take steps to cure or limit the offensive condition. If such steps are ineffective, if the owner or tenant fails to cooperate or if the pet is considered to create an unsafe condition, then the Association may require that an Owner or tenant permanently remove the pet from the Neighborhood or seek all available remedies at law or in equity to have such pet removed from the Neighborhood. In the event that legal proceedings are necessary for such removal, said Owner or tenant shall be responsible for costs of collection, including reasonable attorneys'

fees, and such costs shall be added to and become a part of the Individual Parcel Assessment to which such Owner is subject and shall be a continuing lien against said Owner's Lot, Parcel, or Unit, along with late fees, accrued interest, and costs of collection, including reasonable attorneys' fees, for which the Association may seek recovery pursuant to Section 10.8 of the Declaration.

Section 18. Exterior Modifications: (Please refer to Section 4 regarding approval from the Design Review Board.)

18.1 Swimming Pools. No above ground swimming pools shall be constructed, erected, placed or permitted to remain upon any lot. In-ground swimming pools are permitted if approved by the DRB. In-ground pools must be totally screened from public view by privacy fencing. Fencing must be a minimum of 5 feet high and cannot exceed 8 feet in height. The pool and fencing must meet local city codes. Swimming pool appurtenances such as waterfalls, slides, and diving boards may not be visible from public view. Skimmer nets, skimmer hose, long handle brushes, pool chemicals, filters, pumps, heaters, plumbing, and other pool equipment must not be visible from public view. Swimming pools must lie outside any utility easements and meet all necessary requirements to obtain a building permit.

Small portable children's pools are permitted as long as they can be stored out of sight when not in use.

18.2 Antennae and Satellites. All television and radio antennae should be located in the attic of the house and not visible from the outside. Satellite dishes are required to be below 39 inches, and it is recommended that they are screened from view from the street. Condominium Unit Owners are not permitted to attach antennae or satellite to roof surfaces or any other exterior surface. If a Townhome Unit Owner attaches an antennae or satellite dish to the roof, siding, or other exterior surface, the Association will not be responsible for repair of any damages that result from installation or removal. To the extent that any of the foregoing provisions adopted by the Board with respect to satellite dishes and antennas is not permitted under the Federal Communication Commission ("FCC") rules and regulations, the remaining portion of this Section 18.2 shall survive independently to the extent permissible under the FCC rules and regulations.

18.3 Play sets of semi-permanent or permanent nature must be submitted to the DRB for approval before installation. Wood is the preferred material for play structures, while plastic and other materials may be permitted subject to approval. Play equipment composed primarily of metal is prohibited. Play equipment cannot exceed 10 feet in height and should be located no closer than 5 feet from all property lines. Swing sets and similar items should be located so that their use does not reasonably encroach upon a neighbor's enjoyment of his property. Play equipment should cover no more than 25% of the total backyard area. Children's toys should be stored indoors or in an orderly fashion in a screened part of the backyard not visible from public view. Bicycles and other riding toys should be

kept in the garage or fenced area when not in use. Sandboxes should be portable and should be kept in a neat and tidy condition, and covers are suggested if the sandbox is not located in a fenced yard. Permanent sandboxes require modification approval from DRB. If a house has more than one piece of equipment, care should be taken to match the equipment as well as possible. All play equipment must be kept in a good state of repair. The Board of Directors reserves the right to repair or remove any equipment that is not kept in a reasonable state of repair at the homeowner's expense provided that the homeowner has received reasonable warning to repair his play equipment. Any costs associated with such remedial action shall be added to and become a part of the assessment to which such Unit is subject and shall be a continuing lien against the Unit, along with late fees, accrued interest, and costs of collection, including reasonable attorneys' fees, for which the Association may seek recovery pursuant to Section 10.8 of the Declaration.

- 18.4 No permanent basketball goal or similar structure will be permitted. Permanent basketball goals or similar structures will not be permitted in frontages, side yards, or alleys. Portable semi-transparent goals are allowed, but must be stored out of sight when not in use.
- 18.5 Holiday decorations may be erected no sooner than four (4) weeks prior to and removed not later than two (2) weeks after such holiday.
- 18.6 Lighting. Care is to be taken in placing exterior fixtures, selection of fixtures, types of light source, and amount of light emitted. Tasteful accent lights are encouraged and security lights that do not create a nuisance for other homeowners are permitted. All individually-owned parking areas (garage/carport/parking pad) are required to have one exterior light that is operated by photo-cell (if home is equipped with garage light fixture).
- 18.7 The following are prohibited at frontages or the front half of the interior side yards; clothes lines, solar panels, garbage cans, permanent grills.
- 18.8 Skylights may be permitted with DRB approval.
- 18.9 Window air conditioner units are prohibited.
- 18.10 Accessory structures – the following accessory structures are allowed with Prior DRB approval: gazebos, trellises, shade structures, children's playhouses, greenhouses, some storage buildings. All accessory structures should be designed to compliment the main residence. All accessory structures must be approved by the DRB prior to construction.
- 18.11 Hot tubs and spas (above ground) may be permitted if they are totally screened from public view by privacy fencing.
- 18.12 Home owners are free to repaint their homes using a color identical to the existing paint. However, before repainting any exterior portion of their home, including

fences, doors, windows, and shutters, a new paint color, new paint samples must be submitted to the DRB along with the completed submission form.

- 18.13 Outdoor furniture. All outdoor furniture must be located on a porch or patio area. Furniture is not allowed on the front or side lawn except during use. Front porch furniture is more strictly supervised than backyard furniture, except on corner lots where both front and back furniture visible from the street is strictly governed. Front porch/patio furniture size should compliment the size of the porch/patio. Folding chairs are not allowed in front of a home except temporarily while in use. Also, plastic stack furniture may not be stored in a stacked position in a visible outdoor location. Colors of front porch furniture are also supervised. Black, white, and natural wood tones are preferred. Any other color must be neutral or complimentary to the home's paint, brick, and vinyl colors.

The DRB and the Board reserve the right to require a hedge, fence, or tree row be installed to hide from view any back yard furniture which is not compatible with the neighborhood.

- 18.14 Flags. No freestanding permanent flagpoles are to be located on residential lots. If a resident already has one as of the date of this document, it would be grandfathered in and not be a violation. Model homes are an exception. Flags may be displayed with flag staffs attached to residences or on appropriately scaled temporary flag pole. No more than one flag is to be exhibited on any residence at any one time without approval. Advertising flags are strictly prohibited on residences.
- 18.15 Towels, clothes, rugs, and other items are not permitted on porch railings or privacy fences at any time.
- 18.16 Mailboxes. Owners who reside in Lenox Village II, Sections One and Two, or any other areas that have a mailbox on their property instead of a community mailbox shall use standard size USPS approved mailboxes. Mailboxes are to be black on a black metal post. Mailboxes should be maintained and kept from being unsightly.

Section 19. Landscaping. Lenox Village is a LOW maintenance community. Our lawns are mowed, edged, and trimmed by the Association, unless specifically otherwise agreed upon by the Association and Owner. Our front and side turf is treated with fertilizer and weed control. Our mulched areas are kept reasonably free of weeds. Residents are still responsible for watering turf, trees, and shrubs and for controlling weeds in backyards. Your area of responsibility is from the curb to the alley or back property line. If you live on a corner unit, your area of responsibility conveys to the side curb. If you live in an end unit, next to another building, the area between you and the next building is evenly split between you and your neighbor. The Board of Directors reserves the right to determine whether or not there is a violation of the landscape rules on your property.

- 19.1 Yard ornaments and flower pots: Yard ornaments include statuaries, bird baths, bird feeders, weather vanes, and other similar items. Holiday decorations are not

included in the yard ornaments, and are addressed in Section 18.5. Any yard ornament may be used with DRB approval. Yard ornaments must be accompanied by landscaping. Yard ornaments should be proportional to the size and scale of the existing landscaping and the scale of the home. Any yard ornament should be an extension of the natural landscaping rather than a highlighted feature of the landscaping. Flower pots and planters are recommended to be of a neutral color; however, other colors may be acceptable if they are complimentary to the home's color scheme. Brightly colored planters, especially of plastic are not allowed on front porches and yards, but may be acceptable for backyards and patios. Recommended material for front porch planters and flower pots include concrete, wood, and clay. The same care should be taken in choosing items for front porches, and condo balconies. Dead plant material and empty flower pots should be removed immediately.

- 19.2 Garden hoses should be stored either indoors or on reels or concealed so as not to be unsightly
- 19.3 Street Tree. Each Owner is responsible for the replacement of any dead street tree(s) in front of or beside their home. Street trees will be reviewed by the Association in August each year. The Owner is responsible for the care and watering of the street trees. Owners will be notified by letter of any dead street trees that they need to replace. The identified trees shall be replaced by no later than: (1) November 30 of the year in which notice is received or (2) ninety (90) days upon receiving notice of the need for replacement from the Association. In the event the Owner does not maintain or replace the street tree(s) in front or beside their home by this date, the Association shall have the right to enter any lot and replace such street tree, and the cost thereof shall be added to and become a part of the Individual Parcel Assessments to which such Owners are subject and shall be a continuing lien against said Owners' Lot, Parcel, or Unit, along with late fees, accrued interest, and costs of collection, including reasonable attorneys' fees, for which the Association may seek recovery pursuant to Section 10.8 of the Declaration. Replacement trees shall be the same species with a 2" caliper minimum.
- 19.4 Plants and shrubbery. Dead shrubs and plants should be removed and replaced as quickly as possible. Every home should maintain, throughout the lifetime of the house, enough plant life to meet the initial city minimum requirements for housing.
- 19.5 Turf. Mowing should occur weekly during the growing season if the Owner, and not the Association, is responsible for lawn maintenance. Barren spots of land should be quickly reseeded or landscaped.
- 19.6 Erosion. It shall be the right of the Board of Directors to notify owners of safety concerns and unsightliness caused by erosion on any lot. If the Owner(s) do not correct the issue, the HOA shall have the right to enter the property to fix the

issue, and the cost thereof shall be added to and become a part of the Individual Parcel Assessments to which such Owners are subject and shall be a continuing lien against said Owners' Lot, Parcel, or Unit, along with late fees, accrued interest, and costs of collection, including reasonable attorneys' fees, for which the Association may seek recovery pursuant to Section 10.8 of the Declaration. The HOA and its representatives will have the final decision regarding liability and the bill for correction.

- 19.7 Applicability. The provisions of this Section 19 shall only apply to the Owners of single family homes and townhomes of the Neighborhood and not the Owners of condominium Residential Units, unless such provisions specifically provide for application to the condominium Residential Units.

Section 20. Soliciting. There is to be no door to door solicitation in Lenox Village from any business, religious group, political organization, charity, et al. This includes door-to-door canvassing, leafleting, political campaigning, . Nothing contained herein shall be construed to prevent: (i) the occasional Neighborhood party hosted by an Owner or the Association, or the electronic or mail advertising thereof, (ii) the soliciting of proxy votes by members of the Board or the management company for annual or special meetings if permitted by the Bylaws, or (iii) the solicitation of Owners or residents by other Owners or residents for local schools or charity organizations.

Section 21. Leasing. Residential Parcels or separate Residential Units within a Parcel, such as an outbuilding apartment, may be leased in conjunction with the provisions of Article XI of the Declaration. Pursuant to the authority granted under Section 11.4 of the Declaration, no Owner shall lease Residential Parcels or separate Residential Units within a Parcel for a term of less than six (6) months. The Association may enforce any violation of this Section 21 pursuant to the remedies set forth in Section 11.8(b) and (c) of the Declaration as well as any other remedies available at law or in equity.