

INFORMATION FOR HOMEOWNERS OF COVINGTON HOMESTEADS

Part A: Rules and Regulations

I Purpose

This information is provided as a convenient reference for Homeowners regarding the governance, regulations, operations, finance and amenities of Covington Homesteads Condominiums and the Covington Homesteads Condominiums Association. In the event of conflict between this information and the Condominiums' or Association's governing documents, THE TEXT OF THE GOVERNING DOCUMENTS WILL CONTROL.

II Governance

All Homeowners are members of the Covington Homesteads Condominiums Association. The Association is governed by a Board of Directors elected by the members. The annual meeting of Homeowners is scheduled in September of each year. Directors are elected and the annual budget for following year is adopted at that meeting.

The Board and its Committees meet periodically, most often in the summer months. All Homeowners are welcome to attend Board or Committee meetings.

III Association Dues

All Homeowners are required to pay annual Association dues in an amount adopted each year at the annual meeting of Homeowners. Dues are payable in quarterly installments in advance on the first of January, April, July and October of each year. Unpaid dues become a lien on a Homeowner's residence; late payment penalties may be assessed against a Homeowner if dues are not paid by applicable payment dates.

The Board may impose special assessments up to \$500 per Homeowner for unanticipated expenses. The members of the Association may authorize larger assessments.

The Association provides the benefits for Homeowners which are described below in Part B: Responsibility for Facilities and Services. In general, the Association is responsible for maintenance, taxes and insurance for all of the common facilities. Homeowners are responsible for maintenance, taxes and insurance for their own residence.

IV Regulations for Use of the Property

All homes will be used exclusively for residential purposes of a single family.

Nothing may be kept or done in any home which violates any law or ordinance or causes an increase in insurance rates.

No additional buildings may be erected on the property without the consent of the Board.

No structural changes may be made to any residence or to any other property without the consent of the Board.

Nothing may be done or permitted in any residence which will impair its structural integrity.

No Homeowner shall make any alteration or addition to any Home, Common Area or Limited Area (including landscaping changes) except as set forth below in Part C: Architectural Control.

Nothing may be done or kept in a residence or on the property which is a nuisance to other homeowners.

No clothes, sheets, blankets, rugs, laundry, etc. may be hung and/or exposed on the property; and the property will be kept free of rubbish, debris and other unsightly debris.

No industry, trade or other commercial activity may be conducted in a residence or on the property without the consent of the Board.

No "For Sale" or "For Rent" sign, nor any sign advertising a company, business or commercial activity, is permitted in windows or elsewhere on, attached to or in front of a residence, or otherwise on the property, without the consent of the Board.

No garage sale, yard sale, estate sale, or any similar sale of personal property (including sale and/or pick-up of property), nor any auction sale of personal property or any Home, shall be conducted in any Home or Common Area without the consent of the Board.

No animals may be kept in a residence or on a property except pet dogs, cats or customary household pets. When outdoors, pets must be attended and under leash. Owners are responsible for cleaning up after their pets while outdoors.

No boats, campers, trailers, buses, mobile homes, motorcycles, minibikes or other unconventional vehicles may be parked or stored anywhere on the property except in an enclosed garage.

Homeowners are encouraged to park their personal vehicles in their garage and not in their driveway or at the curb. Garage doors are to be closed when the area is not in immediate use.

Homeowners are also encouraged to instruct their guests or service providers to park in the Homeowner's driveway. If a Homeowner expects a large number of guests or service providers at one time or for an extended time, they should be instructed to park in the special parking facility located near the pool.

V. Regulations for use of the Recreational Facilities

1. General

- (a) Only Homeowners, their families and guests are permitted to use the facilities.
- (b) Family members are defined as children, grandchildren and in-laws.
- (c) Guests must be accompanied by a Homeowner.

- (d) Homeowners are responsible for the actions of family members and guests.
- (e) Homeowners may use the facilities for adult parties, subject to advance notification and approval of the Board.
- (f) ALL PERSONS USING ANY OF THE FACILITIES DO SO AT THEIR OWN RISK.

2. Swimming Pool

- (a) Pool hours are from 6:00 a.m. to 11:00 p.m.
- (b) All persons using this pool do so at their own risk.
- (c) Only residents, their family members, and guests of residents are permitted to use the pool.
- (d) Residents are defined as persons age 18 or over who reside in a home in Covington Homesteads as their principal residence. Family members are defined as children, grandchildren and in-laws who are residing with or visiting a resident.
- (e) Whenever possible, a resident should accompany family members using the pool. Guests must always be accompanied by a resident. Two guests are permitted per resident.
- (f) Keys are the responsibility of the resident and must never be shared with guests or non-resident family members.
- (g) Residents are responsible for actions of family members and guests.
- (h) Only toilet trained children are permitted in the pool. No swim diapers permitted.
- (j) No children under the age of 18 unless accompanied by an adult.
- (j) No food or glass is permitted in the pool area. The pool area should be kept clean and free of trash at all times.
- (k) No running or roughhousing is permitted. Any resident as well as the Property Manager has the right to dismiss an unruly child.
- (l) No devices that play music are allowed.
- (m) Restrooms are to be kept clean and must be locked after use.
- (n) Umbrellas should always be closed and the gate locked before leaving the pool.
- (o) Residents may use the pool for adult parties provided that permission is obtained in advance from the Board of Directors.

- (p) Rules posted at the pool are in compliance with Department of Health requirements and shall control in the event of conflict with these rules.

3. Tennis Courts/Pickleball Courts

- (a) Only three guests of a family member are permitted at one time.
- (b) The wearing of tennis shoes is required.
- (c) The courts are to be used for tennis or pickleball only. No running or horseplay is permitted.
- (d) Food and glass are not permitted without the express permission of the Board. The area is to be kept clean and free of debris.
- (e) If people are waiting to use the courts, those using the courts are limited to one hour for singles play and one and a half hours for doubles play.

4. Fishing Pond

- (a) Children under 12 in the immediate vicinity of the pond must be accompanied by an adult.
- (b) No swimming, boating, wading or ice skating is permitted.
- (c) No license is required for fishing and there is no limit on the number of fish caught or kept.

Part B: Responsibility for Facilities and Services

I What Are The Responsibilities of The Association?

1. Provide and Maintain Recreational Facilities.

- (a) Heating swimming pool.
- (b) Swimming pool furniture and equipment.
- (c) Two tennis courts.
- (d) Fishing pond.

2. Provide and Maintain Other Physical Facilities.

- (a) Privacy wall.
- (b) Guard house.
- (c) Entrance sign.
- (d) Entrance garden.
- (e) Pool house.
- (f) Storage building.
- (g) Streets.

- (h) Curbs.
- (i) Street lights.
- (j) Lawns.
- (k) Plants, trees and shrubs (except within the immediate perimeter of a home).
- (l) Pump and irrigation system.
- (m) Waterfall.
- (n) Rock Stream.
- (o) Collecting ponds.
- (p) Extensive common areas and beautifications.

3. Provide Other Services.

- (a) Irrigation of lawns and grounds.
- (b) Lawn mowing.
- (c) Lawn fertilization and weed control.
- (d) Trees, plant and shrub care, pruning and disease control (except within the immediate perimeter of a home).
- (e) Snow removal for streets.
- (f) Snow removal for driveways.
- (g) Snow removal for walkways.
- (h) Trash pickup.
- (i) Accounting services for the Association.
- (k) Printing and distribution of Board and Committee minutes and reports.
- (l) Printing and distribution of the annual Association directory.
- (m) Arrange social events and Association meetings.

4. Pay Taxes.

- (a) Real estate taxes on the recreational facilities.
- (b) Real estate taxes on the other physical facilities (except individual homes).
- (c) Real estate taxes on all other common ground.
- (d) The Association's state and federal income tax.

5. Provide for Insurance.

- (a) Casualty insurance for the recreational facilities and all other physical facilities (except individual homes).
- (b) Liability insurance for the Association.

II What Are the Responsibilities of a Homeowner?

1. Maintenance of Their Residence.

- (a) Upkeep, cleaning and maintenance of their individual residence. The term "residence" includes the interior, exterior and roof of the structure, contents and fixtures, sidewalks, driveways, retaining walls associated with a residence, other fences, walls or screens associated with a residence, patios, decks, porches, porticos, pools (swimming or fish) associated with a residence, grills, outside or decorative lighting, interior or exterior air

conditioning and heating units, utilities within the confines of a residence and trees, plants and shrubs within the immediate perimeter of a residence.

NOTE: If the residence is not maintained and repaired satisfactorily by the Homeowner, then, at the discretion of the Board, the residence may be maintained or repaired by the Association, the cost assessed against the Homeowner and the ability of a lien to be placed by the Association against the residence.

(b) The Association will provide exterior house paint.

2. Pay Taxes on Their Residence.

(a) Real estate taxes assessed against the Homeowner's individual residence.

3. Provide Insurance For Their Residence.

(a) Homeowner's residential and individual liability insurance and casualty insurance for Homeowner's residence and contents. The Association shall be named as an additional insured, and written evidence of such insurance coverage shall be furnished to the Treasurer of the Association each year.

Part C: Architectural Control

Because Covington Homesteads is legally structured as a condominium under Indiana law, the rights of each homeowner are limited in ways that other neighborhoods are not. Article XVI of the "Declaration" which governs our community states as follows: "No Owner shall make any alterations or additions to any Home, or to the Common Areas or Limited Areas without the prior written approval of the Board of Directors, nor shall any Owner make any alterations to his respective Home and within the boundaries thereof which would affect the safety or integrity of the structure within which the Home is located."

It is important to keep in mind that the areas surrounding each of the homes in our community are not the property of a single homeowner, but rather are owned by the Association for the benefit of all homeowners. Any change to such common areas, even the planting or removal of a single tree, affects all homeowners because of the Association's interest in the attractive appearance of the neighborhood and its responsibility for the future costs of maintaining the common areas. This is why, as stated in the Declaration, such changes should not be made without Board approval.

The following rules are intended to provide additional detail regarding the process for obtaining required approvals from the Board of Directors as well as the standards for maintaining each of the homes and surrounding landscaping.

I Architectural Review

1. At least 30 days prior to initiating any change or addition to any structure or landscaping (including to a home or any common area), the Homeowner shall submit the required form of Architectural Change Request, along with plans/drawings for the requested changes, to the Architectural Review Committee ("ARC") of the Board of Directors. Such request and plans shall specify in detail the nature, materials and location of the requested changes.

2. The ARC will provide its response to the Homeowner within 30 days of its receipt of the request.
3. Work on the changes should be started within six months of written ARC approval of the request or may be required to be resubmitted. Work should be substantially completed within 12 months of commencement.
4. If the ARC does not approve the request, the ARC will send to the Homeowner a written reason for the denial. The Homeowner may resubmit the request with additional information, or submit a new request with changes to the previously submitted plans.
5. If the Homeowner is a member of the ARC, the request must be approved by at least two other members of the ARC plus one other member of the Board of Directors.
6. Exceptions: The following projects do not require submission of an Architectural Change Request:
 - a. The project is limited to interior home renovations which do not include removing or changing the location of any wall or other support structure. In the event of any such removal or change, a letter addressed to the Association will be required from a licensed professional such as an architect or engineer, who is qualified to evaluate such changes, stating that the work to be performed will not reduce or impair the safety or structural integrity of the home or any structural portion thereof.
 - b. The project is limited to routine exterior maintenance, repairs or replacements to a home with the same colors and materials or with the Approved Colors and Materials set forth in paragraph 11 of Part C-II below. If no Approved Color or Material is stated below for a particular purpose, an Architectural Change Request will be required.
 - c. The project is limited to replacement of existing mulch or plants (other than trees) in existing beds, provided that all mulch is dark brown hardwood.
 - d. The project is limited to replacement of existing wood retaining walls (including railroad ties) with Versa Lok non-weathered masonry blocks, Canyon Creek color. (Note: If the retaining wall is not visible from the street and the Homeowner wishes to use a different replacement product, an Architectural Change Request will be required and the ARC may consider a request for a wood product or other material that is reasonably compatible in color and appearance.)
 - e. The project is limited to the attachment of lighting or a flag pole to the exterior of a home in compliance with the rules set forth in paragraphs 8 and 10 of Part C-II below.

7. Enforcement: The Board of Directors of the Association may enforce compliance with these rules by any appropriate means, including but not limited to warning letters, property liens, and court proceedings. In the event of a change made without compliance with these rules (for example, placing or removing structures or planting or removing trees without approval), the Board may request the removal of any non-permitted item and the restoration of the prior condition, and if the Homeowner fails to comply with such request, the Board may proceed with such removal/restoration and may place a lien on the Homeowner's unit to secure payment of its costs. The Homeowner will also be liable for reasonable attorney's fees incurred by the Association in connection with such enforcement.

II Architectural Control Standards

The following standards are supplemental to the rules and regulations contained in Parts A and B. All maintenance/repair standards may be enforced by the Board as provided in Part B-II.

1. All painted surfaces must be clean, smooth, mildew-free, and without bare areas or peeling paint. All rotted and damaged wood must be replaced.
2. Brick siding, chimneys and retaining walls must be kept in good repair. Retaining walls constructed of wood or railroad ties must be replaced with the approved material and color when they become substantially rotted and unsightly.
3. Gutters must be kept in good repair and without missing pieces, large dents, sags, rust, or hanging parts.
4. Roofs, sky lights and metal flashing must be maintained in good repair without missing shingles, excessive moss or rust.
5. Garage doors must be undamaged and in good repair.
6. Landscaping surrounding the home must be properly maintained without overgrown, dead or dying plants, trees and shrubs, excessive weeds, or empty beds, planters or pots.
7. Trash and recycling receptacles must be stored in the garage except on collection days.
8. Exterior lighting must be compatible with the general tone and design of the neighborhood. High intensity lighting is not permitted. Flood and area lighting must be positioned and/or shielded in a manner to illuminate only the area immediately surrounding the Homeowner's unit. The lighting should not cause an objectionable glare on a neighbor's unit, as determined by the ARC. Only white or yellow exterior lighting is permitted, with the exception of temporary lighting.

9. Homeowners who place items in Common Areas or Limited Common Areas near their homes may be advised by the ARC to remove or relocate particular items that are incompatible, excessive or objectionable to neighbors.
10. A flag staff may be mounted on a home, but the length of the staff may not exceed six feet and the staff may not extend higher than the structure upon which it is mounted. Free-standing flag poles are not permitted.
11. Approved Colors and Materials
 - a. House siding color: Berman Beige
 - b. House siding material: Cedar wood or fiber cement lap siding such as Hardie Plank
 - c. Roofing shingles to replace original composite shingles: Certainteed Landmark Cobblestone Gray