

FIELDS OF NICHOLSON OWNERS ASSOCIATION

CODIFICATION OF USE RESTRICTIONS, RULES AND REGULATIONS

Original Declaration – Use Restrictions: Section 2.5

Section 2.5 Use Restrictions.

(a) Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Facilities shall be subject to the provisions of the Borough of Franklin Park Zoning Code and to the following restrictions, covenants, rules and regulations of the Association and the Bylaws, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, which may be amended from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then current rules and regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such rules and regulations or any amendments thereto. Initial Rules and Regulations shall include the following:

(1) No part of the Property shall be used for other than housing for residential purposes for which the Property was designated except as otherwise provided.

(2) No structure may be erected or maintained on any Unit other than a town home or carriage home dwelling and its appurtenant garage, with the exception of those Units upon which the Declarant may erect and maintain model, sample or display homes, real estate offices and real estate advertising displays and devices.

(3) No Unit Owner shall permit his or her Unit to be used or occupied for any prohibited purposes.

(4) Except as reserved by the Declarant, its successors and assigns, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property which would require employee or customer parking or any amenities which a business open to the public would typically require.

(5) Except as to the Declarant, no signs, advertising or other displays shall be maintained or permitted on any part of the Property. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Facilities. A Unit owner attempting to sell his or her Unit may place a "For Sale" sign only in the window of his or her Unit.

(6) No Building or any part thereof may be erected on any Lot nearer to the front lot line and any side street than the Building setback lines shown on the Plats and Plans.

(7) There shall be no obstruction of the Common Facilities, including Limited Common Facilities, nor shall anything or any structure be stored in or on the Common Facilities and Limited Common Facilities without the prior consent of the Executive Board, except as herein expressly provided.

(8) Nothing shall be done or kept in any Unit or in the Common Facilities (including Limited Common Facilities) which will increase the rate of insurance on the Property or contents thereof, applicable for residential use, without the prior written consent of the Executive Board.

(9) No Unit Owner shall permit anything to be done or kept in the Unit, or in the Common Facilities (including Limited Common Facilities) which will violate any law, statute, ordinance or regulations of any governmental body or which will result in the cancellation of any insurance maintained by the Unit Owner or the Executive Board. No waste shall be committed in the Common Facilities (including Limited Common Facilities).

(10) No obnoxious or offensive activity shall be carried on in any Unit or in the Common Facilities (including Limited Common Facilities), nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or legal occupants of a Unit.

(11) No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any portion of the Property, including any Unit and any part of the Common Facilities (including Limited Common Facilities). The Common Facilities (including Limited Common Facilities) shall be kept free and clear of rubbish, debris and other unsightly materials.

(12) No unit Owner, nor anyone in a Unit with the permission of the Unit owner, shall operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Executive Board, an unreasonable disturbance to others.

(13) The Common Facilities (including the Limited Common Facilities) must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from a Unit.

(14) No radio or television aerial, antenna, wiring and/or satellite dish (other than as permitted in the next sentence), regardless of size, shall be installed without the written consent of the Board. One (1) satellite dish (not exceeding 30 inches in diameter) for a Unit may be installed on the roof or rear wall of a Unit. The Board may remove, without notice, any aerial, antenna, wiring and/or satellite dish erected or installed in violation of this Declaration and/or the Rules and Regulations. The unit owner for whose benefit the installation was made will be liable for the total cost of removal of such aerial, antenna, wiring and/or satellite dish.

(15) No improvements, such as hot tubs, jacuzzis, etc., may be affixed to or installed in or on balconies, patios or in or on the Common Facilities (including Limited Common Facilities) without prior written consent of the Executive Board. Retractable awnings may be installed in accordance with standards established by the Executive Board.

(16) Except as hereinafter provided, no animals, livestock and poultry of any kind shall be raised, bred or kept in any Unit or on the Common Facilities. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no more than two (2) are kept in anyone Unit; (ii) no animals shall be permitted in any portion of the Common Facilities except on a leash (no longer than six feet in length) maintained by a responsible person; (iii) the permitting of animals shall be subject to such rules and regulations as the Board may from

time to time promulgate, including, without limitation, the right to place limitations on the size and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (iv) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Community or other Units or occupants.

(17) No commercial trucks, commercial trailers or commercial vans may be parked in an outdoor parking area of the Community for more than the time required to make a delivery or pickup from a Unit, or as part of the construction of any structure on a Unit. Motorcycles and/or recreational vehicles belonging to residents of the Community may be parked in indoor parking areas of the community at any time, but parking of such vehicles in outdoor parking areas of the Community is limited to no more than two (2) consecutive hours or four (4) hours total in any twenty-four (24) hour period. Minor repairs taking less than twenty-four (24) hours, may be made to automobiles, recreational vehicles and/or motorcycles in any of the driveways of a Unit; provided, however, that damage to the Common Facilities caused by such minor repairs will be the responsibility of the Unit Owner in whose driveway the repairs were made.

(18) All repairs or maintenance to the roof, deck and shingles (not roof structure) doors and windows, exterior and facades of a Unit may only be done by the Association and not by the Unit Owner. The Unit Owner may install and maintain in good condition and repair, flowers outside of the Unit Owner's Town Home or Carriage Home but only after receiving the prior written approval of the Executive Board. No Unit Owner may remove any landscaping or planting from the Common Facilities.

(19) No improvements, alterations, repairs, changes of paint colors, of light fixtures, excavations or other work which will alter the exterior appearance of any portion of the Unit or a Limited Common Facility from its natural or improved state shall be made or done except with either the prior approval of sixty-seven (67%) percent of the Unit Owners or the prior approval of the Executive Board, except as otherwise expressly provided in the By-Laws. This provision shall also apply to size, location and color of signs, antennae, solar panels, awnings, lights, buildings, fences, walls or changes in grade of the Unit. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a Unit or otherwise outside of a Unit or any part thereof except with either the prior approval of sixty-seven (67%) percent of the Unit Owners or the prior approval of the Executive Board.

(20) Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in the place provided for such purpose in such manner as may be prescribed from time to time in regulations established by the Executive Board. Each Unit Owner shall be responsible for the placement of trash containers and recycling containers at the curb of the public street on the date designated for pick up. Containers shall be removed from the curb promptly after pick up. Containers shall be stored at all other times inside of a dwelling or at such other location as prescribed by the Rules and Regulations of the Association.

(21) Reasonable rules and regulations, not in conflict with the provisions of this Declaration and Bylaws, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject -to the right of the

Association to change such Rules and Regulations. Copies of the then current rules and regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such rules and regulations or any amendments thereto.

(b) Leasing. A Unit Owner may lease or sublease his or her Unit (but not less than his or her entire Unit) at any time and from time to time provided that (except for a lease or sublease made by (i) Declarant or (ii) a mortgagee which is either in possession or is a purchaser at judicial sale): (1) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than one (1) year; (2) no Unit may be leased or subleased without a written lease or sublease; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) the rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and rules and regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit.

Original Declaration: Section 3.2 (b)

Unit Owners shall be responsible for watering lawns and shrubs located within their unit.

First Amendment to Use Restrictions

(22) The Unit Owners for any Town Home shall be required to install white or off white window coverings for all windows that face any street. The Association may provide the specifications and clarifications for this.

(23) The Declarant has selected the mail boxes, lighting fixtures and house numbers that are used on the exterior of all Units.

(24) Unit Owners have the right to install an invisible fence or similar device to control pets. Prior to installation, the Unit Owner shall deliver to the Declarant a plot plan showing the location of the invisible fence. The fence must be located in the rear of the building and cannot extend more than twenty feet (20') from the rear of the building and cannot extend beyond the side wall of the building. The Unit Owner shall be responsible for the restoration of any Controlled Facilities that are damaged during installation.

(25) Unit Owners shall not feed birds or other animals in any of the Common Facilities.

Recreational Equipment Restriction

In order to maintain a consistent appearance throughout the Fields of Nicholson and assure the safety of residents and visitors, no permanently affixed recreational equipment such as basketball hoops, hockey nets, or the like shall be installed on Controlled Facilities (this includes yards and driveways). Portable recreational equipment maybe used provided that it does not face the public right of way and is removed each day by dusk. The homeowner and not the Association shall be solely responsible for any injury or damage that occurs with respect to recreational equipment placed on Controlled Facilities.