

## RESOLUTION NO. 2010-1

At its duly noticed meeting held on April 11, 2010, the Board of Directors of the Northern Lights Townhome Association, Inc. adopted unanimously the following two Resolutions:

BE IT RESOLVED by the Board of Directors of the Northern Lights that the Rules and Regulations attached hereto as Exhibit "A" and incorporated herein by reference were unanimously adopted pursuant to the authority granted the Board by Paragraph 10(c) of the Covenants and Restrictions of Northern Lights Townhomes Addition. Such Rules and Regulations are intended to modify and supplant Paragraph 10(c) of the Covenants and Restrictions of Northern Lights Townhomes Addition except where no modifications were made.

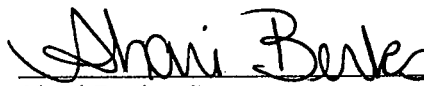
BE IT RESOLVED by the Board of Directors of the Northern Lights that the Fine Schedule attached hereto as Exhibit "B" and incorporated herein by reference was unanimously adopted pursuant to the authority granted the Board pursuant to Article VII, Section 1, of the Bylaws of the Northern Lights Townhome Association, Inc. Such Fine Schedule will be in full force and effect until another Fine Schedule is adopted by the Board.

Dated this 11 day of April, 2010.



Wendilyn Strange, President

Attested by:



Shari Berks, Secretary

**Rules and Regulations Adopted Pursuant to Paragraph 10(c)**  
**of the Covenants and Restrictions of Northern Lights**  
**Townhomes Addition**

Pursuant to the authority granted the Board by Paragraph 10(c) of the Covenants and Restrictions of Northern Lights Townhomes Addition the following Rules and Regulations were adopted by Resolution No. 2010-1 by the Board of Directors of the Northern Lights Townhome Association, Inc.. Such Rules and Regulations are intended to modify and supplant Paragraph 10(c) of the Covenants and Restrictions of Northern Lights Townhomes Addition (“Restrictive Covenants”) except where no modifications were made.

**Section 10(c). Landscaping.** Landscaping Restrictive Covenants shall be modified as follows:

Most landscaping will be approved by the Board. Please note that the lawn/snow/irrigation companies are not liable for any damage done to additional landscaping. Landscaping is not to interfere with sprinklers and if it will, the Owner must have the Association’s contracted irrigation company move the sprinklers and will be billed directly.

In the event that the Owner moves and sells their home a new contract must be signed by the new Owners that they will take over maintaining the extra landscaping that was put in. If there is no such contract, the current Owner must replace all landscaping with sod and replace to the prior state. If the Owner moves and rents the Townhome, they must maintain the landscaping they have done.

**Section 10(c)(i). Fencing.** Fencing Restrictive Covenants shall be modified as follows:

No fencing shall be installed without a site plan approved by the Board. Black or white decorative fencing reaching no more than three (3) feet in height is allowed. Fencing may not go out farther than 15 feet from the back door of any Townhome. The same rules apply to the patio. A patio may be extended up to 15 feet from the back door

of any Townhome. If the Owner choose to have fencing with a 15 foot extended patio, the fencing must be flush with the patio. If the Owner installs black or white fencing it must not be permanent so no concrete base is allowed.

There is to be no grass in-between fencing and patio. The area must be mulched, rocked, cemented, etc. There must be 10 feet of room available for the mowers to get by and between the Owner's patio/fencing and back area. Fencing must be at least one (1) foot in from the side of the Townhome next to the separating fence that is already in place. If the Owner is on an end unit such fencing may extend to the end of your Townhome. If the Owner extends a patio, the Owner must have the Association's contracted irrigation company move the sprinkler heads and place back. The Owner shall pay for this expense out of pocket. Any damage done to the sprinklers due to a personal project is the Owner's liability.

In the event that the Owner moves and sells their home a new contract must be signed by the new Owners that they will take over maintaining the extra space that was put in. If there is no such contract, the current Owner must replace all mulch/rock etc. with sod and replace to the prior state. If the Owner moves and rents the Townhome, they must maintain the extra area they have created.

**Section 10(c)(ii). Accessory Structures.** Accessory Structures Restrictive Covenants shall be modified as follows:

All regulations under accessory structures will remain the same. The only change is that free standing basketball hoops are allowed. However, any free standing basketball hoops must either be taken into garage at night or laid down nightly.

**Section 10(c)(iii). Dog Kennels.** Dog Kennels Restrictive Covenants shall remain the same as follows:

Dog kennels will remain as is. No dog run or kennel shall be permitted.

**Section 10(c)(iii). Satellite Dish.** Satellite Dish Restrictive Covenants shall be modified as follows:

Satellite dishes are permitted. However, satellite dishes must be placed on the back of the Townhome on the roof.

**General Provisions:**

- All changes are to be sent in to the Board by Owner via the appropriate form BEFORE making the change.
- Upon receipt, the Board will review the request for changes and mail an approval/denial letter to the Owner.