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of

The Century Farms Neighborhood Association

adopted ______, 2005

SECTION I - INTRODUCTION

- 1.1 The following rules and regulations flow from and supplement provisions found in the Declaration of Covenants, Conditions, Restrictions and Easements for The Century Farms Neighborhood Association, recorded as Document Number R970191864 with the Recorder of Deeds of DuPage County, Illinois, on July 15, 1997 ("Declaration"), and its Exhibit B, the By-Laws of The Century Farms Neighborhood Association ("By-Laws"). These rules and regulations do not override the Declaration and By-Laws...
- 1.2 To the extent that provisions of applicable law (federal, state, or local), the Declaration, the By-Laws, or the Rules and Regulations conflict, the provisions of applicable law shall first control followed by the Declaration, the By-Laws, and the Rules and Regulations, in that order.
- 1.3 These rules and regulations are binding on all Residence Owners, Residents, their Families, invitees, and guests, as well as all properties at the Association. Any fines levied pursuant to the governing documents of the Association, including these Rules and Regulations, will be assessed against the Residence Owner and the property, although violations of the governing documents may have both direct and indirect effects on Residence Owners and persons other than the Residence Owners, as well.
- 1.4 The Rules and Regulations can only be amended by vote of the Board of Directors in open meeting following notice to the community of a pending change and allowing for a minimum of 30 days for public comment <u>unless the board deems it necessary to take emergency action</u>.

Deleted:

These Rules and Regulations supersede prior versions of Association Rules and Regulations, except as otherwise stated; the Association reserves the right to commence and/or continue enforcement against persons who may have violated prior versions of the Association's Rules and Regulations based on the Rules and Regulations in effect at the time of the alleged violations.

SECTION II - DEFINITIONS

2.1 Association

The Century Farms Neighborhood Association.

2.2 Assessments

The amount due from each owner to fund Common Expenses, plus lawfully_added charge-backs including but not limited to: attorney fees, repair charges and related costs.

Deleted: such as

2.3 By-Laws

Exhibit B to the Declaration; the By-Laws primarily govern administration of the Association.

2.4 [intentionally omitted]

2.5 Common Area

All real property deeded to The Century Farms Neighborhood Association, including, but not limited to, the three ponds and surrounding properties, and the corner lots on which the Century Farms monuments are located, and other similar areas.

2.6 Declaration

Primary document evidencing covenants, conditions, restrictions, and easements of record against all property at the Association.

2.7 Property Manager

An agent hired by the Association to manage the day-to-day affairs of the Association.

2.8 Properties

All real property, common and private, within the Association.

SECTION III - GENERAL RULES

3.1 Antennas and Dishes

No exterior antenna, aerial, dish, or other apparatus for the transmission of television, radio, or other signals of any kind are allowed unless expressly permitted by FCC regulations. Where such installation is expressly permitted by FCC regulations, the installation may only be installed upon property that is the exclusive use of the Residence Owner; it must not encroach on common areas. The preferred location for the apparatus is in the rear yard of the home, or secondarily, at the side of the home, not protruding forward from the front plane of the home.

3.2 Basketball Hoops

Basketball hoops may be portable basketball standards, removable sleeved basketball standards, and permanently installed pole standards. Garage or wall-mounted type standards are not permitted. Standards must be properly maintained, including no visible rust and no missing or torn nets. Metal mesh nets are not permitted.

Portable standards are not allowed to block the public sidewalk, may not be located in the street, and may not be located between the sidewalk and the street. Portable standards must be upright at all times. Portable standards must be located on or adjacent to the owner's driveway with a minimum of 5 feet from the public sidewalk and must not encroach on a neighbor's lot line. Portable standards should be properly weighted according to manufacturer's guidelines to prevent tip-over. The use of sand bags or other items piled on the base is not permitted.

The installation of permanent and removable sleeved basketball standards is subject to the board's Architectural Guidelines. Permanent and removable sleeved basketball standards may be installed no closer to the public sidewalk than 5 feet. The pole may be installed only on the property line side of the driveway, and never in front of the house or in the front lawn area.

The sleeve of removable sleeve standards must be cemented into the ground with the top of the cement below grade surface and covered with earth, stone, or grass. A gravel layer is necessary to aid in drainage for the sleeve's open bottom. A bolt shall be installed to secure the pole from spinning. The sleeve should not be more than 2 inches above ground in order to accommodate a cap. It must not be a trip hazard and it must not be capable of causing direct harm were someone to fall upon it. When the pole is not in the sleeve, the sleeve must be capped. Permanent basketball hoops must have a dark or muted colored pole.

3.3 Clotheslines

Clotheslines must be located or screened so as not to be visible from neighboring lots, streets, and property located adjacent to the lot on which the clothesline is located.

3.4 Common Area

No item may be installed in or encroach on a Common Area without the express written permission of the Board of Directors, including, without limitation, signs, decks, fences, landscaping (including plantings, mulch, stones, grade changes, etc.), lawn decorations, and walkways. Personal items such as play equipment and lawn chairs may not be stored or left overnight on any Common Area. No yard waste, refuse, or noxious substance may be stored, composted, or dumped in a Common Area, including the ponds. No such waste, refuse, or noxious substance may be caused to enter into a drainage inlet or watercourse that connects to or feeds into a Common Area.

3.5 Lighting and Holiday Decorations

All exterior lights must be in accordance with the board's Architectural Guidelines, with the exception of seasonal holiday lights that are subject to the following restrictions:

- a. Holiday lights and decorations may be displayed no more than 45 days prior to the first date of the holiday and shall be removed no more than 45 days after the last day of the holiday.
- b. Holiday lights and decorations may be displayed for a maximum aggregate of four months per calendar year.
- c. The take-down time for any holiday decorations may be extended at the sole discretion of the Board of Directors in response to weather conditions or other extenuating circumstances.

3.6 Parking

Vehicles parked in driveways shall not block the public sidewalk.

3.7 Pets

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the properties except dogs, cats, or other usual and common domestic (household) pets. Any pet or other animal that roams free, or in the sole discretion of the Association, endangers health or safety, makes objectionable noise, or constitutes a nuisance or inconvenience to the owners of other residences or the owner of any portion of the properties shall be removed on request of the Board . If the owner fails to honor such request, the Board may arrange for the pet's removal, with the owner responsible for the charges incurred to remove the animal. All pet owners must immediately clean after their pets when walking on common and private grounds within Century Farms.

3.8 Sidewalks

Public sidewalks in front of a residence must be kept in good repair. The City of Naperville sponsors a 50-50 program to help residents replace/repair damaged sidewalks.

3.9 Vandalism

Any acts of vandalism to a Common Area should first be reported to the Naperville Police Department and then to the Association so that the necessary repairs can be completed. Each owner shall be responsible for charges incurred to repair damages made by an owner, occupant, family member, guest, or invitee.

3.10 Ponds

Swimming in, boating on, or ice-skating or otherwise playing on or in any of the three ponds is not permitted.

3.11 Swimming Pools, Spas, and Hot Tubs

The only swimming pools permitted are in-ground pools that otherwise do not violate the Declaration and do not violate local, state, and federal laws. Hot tubs and spas are permitted, but only in the event they are located at the rear of the home, not protruding beyond the sidelines of the home. The near edge of the tub or spa must be within 10 feet of the rear of the home.

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3.12 Recreational Vehicle Storage

No RV's (recreational vehicles), boats, travel trailers, campers, trucks (other than pickup trucks), sport vehicles (*e.g.*, snow mobiles, go-carts, watercraft, etc.) or any other trailers (*e.g.*, landscaping, construction) may be kept in yards, nor in driveways for more than 72 consecutive hours in any month, which time may be extended for up to one week per three-month period by the Board after advance written request from the Residence owner.

3.13 Architectural Standards

- a. All homes shall be regularly maintained so that the exterior is clean and without damage.
- b. All eaves, soffits, fascia, trim and other exposed wood material shall be maintained in good appearance, with regular maintenance of painting or staining.
- c. All gutters must be kept in good condition. Sagging or bowing gutters must be repaired or replaced and painted in an acceptable color so as to match the trim work.
- d. All screen/storm doors must be well maintained so as not to diminish the appearance of the home. Replacement of a damaged screen is required when the damage is easily viewed from the street or neighbor's home.
- e. Replacement of damaged shingles and <u>/or</u> siding is required when they show lifting, are torn, or are otherwise visibly damaged.
- f. Cables, electric cords and the like shall not be exposed on the exterior of the home except for the existing locations that are constructed to include wiring, such as the locations where the water, natural gas, electric, phone, and air conditioning unit are present. These locations are typically on the sides of the home with cables entering the home with limited visibility. Coaxial cables are to be confined to the home interior, secured properly or hidden so as not be exposed other than aforementioned. Use of extension cables or electrical wiring will be allowed for Holiday or seasonal decorations, so long as none of it touches or crosses common property or public property, and all of it is installed in a good and workmanlike manner.
- g. Any permanent exterior lighting, satellite dishes or other structure requiring electricity shall have the cables and wiring hidden from sight.

3.14 Landscaping Standards:

- a. The Residence Owner shall maintain lawn that is visible from any street such that it appears green at all times during the growing season, unless local authorities preclude watering during any particular period or during prolonged periods of drought.
- b. The Residence Owner shall manage any weeds in their lawn and flowerbeds so that they are <u>of</u> acceptable appearance and substantially weed free.
- c. The Residence Owner is responsible for keeping all walkways, curbs and beds edged or neatly moved so that grass does not encroach more than one inch over/onto any sidewalks.
- d. The Residence Owner is responsible for trimming grass around items such as mailboxes, utility boxes, beds and houses so that the height maintained is the same as the height of the lawn.
- e. The Residence Owners shall keep all shrubs, bushes and trees well maintained.
- f. The Residence Owner shall provide adequate landscaping such as flowers, bushes, trees, or other similar plantings such that the property reflects generally accepted community standards.
- g. The Residence Owner shall provide landscaping on all street-side(s) of the home which includes installing flower beds or other landscaping such that there is at least a 2-foot landscaped span from the lawn to the street-side(s) of the house (i.e., no grass touching the side of the house).
- h. The Residence Owner shall remove dead landscaping plants within 30 days

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*#>The Residence Owner shall remove dead landscaping plants within 30 days. Residence Owners shall replace dead landscaping plants within 30 days from the date of their removal, with plants of similar size and nature as those removed. ¶

3.15 Garbage, Refuse and Recycling Standards:

a. All garbage and recycling shall be placed outside in such a manner as they may not easily become dislodged by wind or animals.

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b. Recycling items may be confined accordingly, such as:

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- 1. Plastic cartons (e.g., milk cartons) and other light weight items shall be compressed and placed in the bottom portion of the recycling bin with heavier items on top.
- 2. Newspapers and other paper items shall be placed in a paper bag or other container that inhibits dislodging.
- 3. Use of a "cargo type" netting or a hard-cover lid over recycling containers, such that were containers stacked, the top container would be secured with a cargo net or hard lid.
- c. Between scheduled pick-ups, garbage cans, recycling bins, regular landscape waste, and similar items should be stored responsibly inside the garage or beside the home in a manner that is hidden from view. Seasonal tree and bush trimmings too large for landscape waste bags may be stored no longer than seven days.

d. Residence Owners will follow these Collection Guidelines:

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1. Garbage and recyclable containers should be placed on the curb for collection no earlier than 5:00 p.m. the night before a scheduled collection day.

2. Empty containers must be removed from the curb by 9:00 p.m. on a scheduled collection dav.

3. All containers must be sufficiently strong to prevent spillage and wind-carry.

SECTION IV - VIOLATIONS AND FINE POLICY

- 4.1 The Board does not serve as a law enforcement authority or referee between disputing Residence Owners. In the event a person witnesses a purported violation, he or she must make a written complaint and submit same to the Board, through the management company.
- 4.2 Written Warnings and Notices of Hearing/Violation are issued by the Property Manager, or other person authorized by the Board, to the party allegedly committing the violation or allowing his family members, tenants, guests, invitees or pets to commit a violation when one of the following occurs:
 - 1) The Association receives a Witness Statement Alleging Violation. A sample Witness Statement Alleging Violation form is attached as Exhibit A to this publication or can be obtained from the Property Manager or downloaded from the Association website www.centuryfarms.org.
 - 2) The Association receives a letter of complaint which includes: 1) the name, address, and phone number of the witness, 2) the owner's name and/or address where the alleged violating person resides, and 3) the specific details or description of the violation including date, time, and location where it is alleged to have occurred.
 - 3) A Board Member or the Property Manager issues a witness statement based on his or her own observations.

4.3 Written Warnings

Depending on the nature of the alleged offense, a written warning for a first offense of a particular rule may be sent by U.S. Postal Service first class mail, facsimile, or personally delivered to the owner of record. Such a warning would include: (i) specifics of the alleged violation, (ii) steps that must be taken to remedy the violation and a compliance time frame in which to effect the remedy. An Owner may submit a written request for a hearing to protest the Written Warning, which request must be within 7 days after the date of the Written Warning.

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4.4 Notice of Hearing/Violation

Depending on the nature of the alleged offense, or were there a subsequent violation complaint against an owner regarding a matter addressed by a prior written warning pursuant to Rule 4.3, above, or in the event the steps outlined in the written warning to remedy the situation are not taken, a Notice of Violation may be sent by U.S. Postal Service first class mail, facsimile, and/or personal delivery to the owner of record within 10 business days of the alleged violation or lack of compliance. The notice will include the specifics of the alleged violation along with the date, time, and location of a hearing to be held to determine whether a violation occurred and the remedy for such violation, including the amount of any fine to be imposed. The Notice of Hearing will be in substantially the form attached hereto as Exhibit B. In the event an owner does not attend a duly-noticed hearing, the hearing may proceed in his/her absence, and the Board may take action pursuant to such hearing as though the owner had been present.

4.5 Hearings

At that time of a hearing, the person charged will have the opportunity to defend himself or herself. All hearings will proceed with or without the presence of the accused owner. The person signing the Witness Statement Alleging Violation may be present. The owner may be represented by counsel so long as notice of the intention to have such representation is provided to the Board through management no later than three business days prior to the hearing date. The decision of the Board or shall be rendered in writing after the hearing, and such decision shall be binding on all parties. The form of the Notice of Determination will be in substantially the form attached hereto as Exhibit C.

4.6 Penalties/Fines

A. VIOLATIONS - As all alleged violations are subject to the Board's consideration at a hearing prior to the imposition of any fine, the following are guidelines, only, of some types of fines that the Board may consider imposing - the facts and circumstances of a particular situation will be considered prior to voting to impose any particular fine:

- 1) 1st offense Written Warning
- 2) 2nd offense \$25 3) 3rd offense \$50
- 4) 4th offense \$75
- 5) Subsequent offenses \$150 weekly fine
- 6) Offenses that continue from day to day at least \$25 per day

Of course, the Board reserves the right to proceed with any and all legal remedies, including legal and/or equitable action, including by forcible entry and detainer (eviction), at any time that it considers the facts and circumstances to merit such a course-of-action.

B. COSTS_Any and all costs and attorneys' fees incurred by the Association in the enforcement of its governing documents and legal rights shall be assessed back to the account of the offending owner, including any administrative charges by the management company relating to costs of collection. Costs may include the cost of various professionals (consultants).

SECTION V - ASSESSMENTS

- 5.1 Assessments are billed annually (one installment). The assessment invoice is generally mailed in mid-December; assessment payments are due within thirty days after the date of the invoice as specified on the invoice.
- 5.2 A late charge of \$25 will be added to accounts with unpaid balances thirty-one days after the due date. Interest shall also be charged as per the Declaration. Reminder invoices reflecting the outstanding balance may be sent.
- 5.3 Unpaid accounts may be referred to legal counsel for collection as a matter of course. All attorneys' fees, filing fees, court fees, management administrative expenses, and other fees and costs incurred in collection will be added to the account of the owner as additional assessments, and will be sought in any court action against such owner.
- 5.4 The Association is authorized to pursue forcible entry and detainer proceedings against owners and non-owner residents for delinquent assessments and other monies owed to the Association, as well as for violations relating to tenant conduct and lease provision. These proceedings may result in the owner's loss of possession of his/her property, as well as the entry of a dollar judgment.

5.5 [intentionally omitted]

5.6 Residence Owners may request a hearing of the Board to protest any charges other than assessments, including duly-adopted separate assessments, added to their account within 30 days of the charge being added to the account. Provided a hearing has been properly requested, the owner will be given a written notice informing him or her of a time and place where the Board of Directors will conduct a hearing to review the protest. All hearings will proceed with or without the presence of the owner.

SECTION VI - TRANSFER OF OWNERSHIP

- 6.1 The Selling Owner must supply the New Owner with the Declaration, the By-Laws and the Rules and Regulations of the Association so that she or he is aware of the provisions contained therein. Copies of these documents can be downloaded from the Association's website (www.centuryfarms.org) or obtained from the Property Manager for a reasonable fee pursuant to governing law.
- 6.2 The Selling Owner must supply the Property Manager with the name(s) and address(es) of the New Owner(s), as well as a forwarding address and telephone number for him/herself and other information as indicated on the form attached hereto as Exhibit D.
- 6.3 With 30 days notice, and on written documentation that paragraphs 6.1 and 6.2 have been honored, the Selling Owner may request a closing account statement and documentation setting forth the amount of any unpaid assessments and other charges due and owing from said Owner from the Property Manager. The Property Manager is authorized to collect a fee directly relating to services involving transfers of ownerships.

THE CENTURY FARMS NEIGHBORHOOD ASSOCIATION RULES AND REGULATIONS

EXHIBIT "A" WITNESS STATEMENT ALLEGING VIOLATION

WITNESS:	
Name	
Address	
ADDITIONAL WITNESS (if any):
Name	·
Address	
Telephone	
Name	
	VIOLATION TIME:
SECTION OF DECLARAT	ION, BY-LAWS, OR RULES VIOLATED:
WITNESS' OBSERVATIO	NS:
Include all tapes, photograp forward as soon as possible.	HS OR RECORDINGS MADE?Yes No ans, and details (<i>e.g.</i> , vehicle model, color, license number) with this form of Include the name of the person who made the tape or photograph, the date is myone else present at the recording.
COOPERATE WITH THE	ATEMENTS BASED ON MY PERSONAL KNOWLEDGE. I INTEND TO ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL AVITS AND, IN THE EVENT A HEARING OR TRIAL IS NECESSARY, ESS.
Signature:	Date:

EXHIBIT B

THE CENTURY FARMS NEIGHBORHOOD ASSOCIATION

NOTICE OF HEARING

Date							
To:	Name of O Mailing A	Owner Address of Owner					
Regu	nborhood As lations, <u>at</u>	TAKE NOTICE ssociation will he p.m. on the y attend and partice	old a hearing, day of	in accordan	ce with the A	ssociation's R	ules and
	ed at	aring, the Board velaration, By-Law	, у	ou violated	the following		
The H 20		onsider evidence whereby		incident whi			- occurred
At th	e hearing	vou will have a	n opportunity	to present	arouments e	vidence or st	atement

At the hearing, you will have an opportunity to present arguments, evidence or statements regarding the alleged violations. You may be represented by any attorney authorized to engage in the practice of law, but the Board will not permit your attorney to speak at the hearing unless the Association receives notice at least three (3) business days in advance of your attorney's intention to appear.

The factual description of the incident, and the listing of possible violations are not intended to be exhaustive, but merely to put you on notice of the nature of the violations. The Board has not waived any other violations which may have occurred, and the Board reserves the right to consider and review all of the circumstances and all evidence and arguments which may aid in its determination.

During or after the hearing, the Board shall state its determination regarding the alleged violations. In the event the Board determines that you were in violation, the Board shall determine, levy and assess the amount, if any, of the following: a reasonable fine; liquidated damages, and other costs and expenses for the violation, including administrative costs, attorneys' fees and costs incurred by the Association as charged to the Association by its

attorneys, and the amount of costs, damages, expenses and other charges attributable to or resulting from the violation.

In addition, the Board may determine that there are or may be costs, damages, expenses, administrative expenses, and other charges including attorneys' fees and costs, attributable to or resulting from the violation, that will be incurred in the future, and the Board may authorize the officers and managing agents to assess such charges to your account and against your unit as such charges are incurred.

In the event that you fail to appear for the hearing, the Board may proceed with its determination in your absence.

THE CENTURY FARMS NEIGHBORHOOD ASSOCIATION

	Ву:	, Authorized Agent
PRO	OF OF SERVICE:	
_		, under oath, deposes and states: that (s)he is an ghborhood Association, and that (s)he served this notice on
eacn	person to whom it is directed	
()	by personal delivery to said	person(s) on
()	address(es) listed above, by to said envelopes the proper said envelopes and said co	notice in envelopes plainly addressed to said person(s) at the sealing said envelopes containing said contents and affixing number and amount of U.S. postage, and then by depositing ontents in the United States Mail at the United States Post, Illinois at or before the hour of 5:00 p.m. on the day of
()		o said person(s) of pages to the facsimile number(s) listed m. on the day of, 20 from
Subs	cribed and sworn to before me	
this _	day of, 20_	
Nota	ry Public	_

EXHIBIT C

THE CENTURY FARMS NEIGHBORHOOD ASSOCIATION

NOTICE OF DETERMINATION BY THE BOARD

()

Comments:

Date	
	Name of Owner Mailing Address of Owner
	ard of Directors, after considering your alleged violation of the Declaration, By-Laws or nd Regulations of the Association, after notice and a hearing, has taken the following):
	The Board has determined that a violation of the Association's Declaration, By-Laws or Rules and Regulations has occurred.
	() Accordingly, a fine and/or administrative expense of \$ has been assessed against your unit.
	() As a result of the violation, legal fees in the amount of \$ have been incurred by the Association, and pursuant to Rules & Regulations, these expenses have been assessed against your unit.
	() As a result of the violation, the costs, as determined by the Board, for repair of damage to common elements, units, or other property is \$
	() The Board has determined that there are or may be costs, damages, expenses, and other charges including administrative expenses, attorneys' fees and costs, attributable to or resulting from the violation, that will be incurred in the future, and the Board has authorized the officers or managing agents of the Association to assess such charges to your account and against your unit, as such charges are incurred.
	() The Board has determined that the following corrective action must be taken within days of the date of this notice:

The Board has determined that no offense has been committed.

NOTE: PURSUANT TO THE ASSOCIATION'S RULES AND REGULATIONS, YOU MUST PAY IN FULL ALL CHARGES ASSESSED WITHIN THIRTY (30) DAYS OF THE DATE OF THIS NOTICE. FAILURE TO MAKE PAYMENT DURING THIS TIME PERIOD SHALL SUBJECT YOU TO ALL LEGAL OR EQUITABLE REMEDIES NECESSARY FOR THE COLLECTION OF SAME.

THE CENTURY FARMS NEIGHBORHOOD ASSOCIATION

	Ву:		_, Authorized Agent
PROC	OF OF SERVICE:		
			deposes and states: that (s)he is and that (s)he served this notice on
()	by personal delivery to said pe	erson(s) on	
()	address(es) listed above, by s to said envelopes the proper r said envelopes and said con	sealing said envelopes con number and amount of U. tents in the United State	v addressed to said person(s) at the ntaining said contents and affixing S. postage, and then by depositing as Mail at the United States Postour of 5:00 p.m. on the day of
()			s to the facsimile number(s) listed of, 20 from
Subsc	ribed and sworn to before me		
this _	day of, 20		
		_	

Notary Public

EXHIBIT D NOTIFICATION OF SALE

Seller should submit this completed form 30 days prior to the closing date.

Mail to: Lieberman Management Services, 355 W. Dundee Road, Buffalo Grove, IL 60089

Fax to: Lieberman Management Services at: 847-459-3003 Attn: Customer Service

Date:	Property Address:	
Please Print:		
SELLER Name(s)_		
Current	Forwarding	
Address	Address	
	Telephone	
	ying the property or renting it? Occupy Rent	
Current	Mailing	
	Address	
DATE OF CLOS	ING:DATE OF OCCUPANCY:	
Purchaser(s) and Selle and the Rules and Reg	er(s) hereby state that the Seller has provided the Purchaser with the Declaration, the Brulations that govern THE CENTURY FARMS NEIGHBORHOOD ASSOCIATION.	By-Law
Seller's Signature	Date	
Seller's Signature	Date	
Purchaser's Signature	Date	
Purchaser's Signature	Date	