REDBUCK AT SORREL RANCH CONDOMINIUMS HOMEOWNERS ASSOCIATION INC. AURORA, COLORADO

DESIGN GUIDELINES AND REGULATIONS

Adopted by Redbuck at Sorrel Ranch Condominiums Homeowners Association Inc.

Please check with the Management Company to be certain you have the most current version of the Design Guidelines.

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A. INTRODUCTION

The Design Guidelines and Rules and Regulations (the "Guidelines") contained herein have been prepared to govern the design review procedure by the Board of Directors of the Redbuck at Sorrel Ranch Condominiums Homeowners Association Inc. (the "Association") and set forth the rules and regulations of the Association, as they may now or in the future be amended.

These Guidelines are created to supplement the recorded Condominium Declaration for Redbuck at Sorrel Ranch Condominiums ("Declaration"), recorded on March 23, 2004 in the real property records for Arapahoe County, Colorado at Reception No. B4051428. Homeowners and Builders are subject to the requirements set forth in the Declaration in addition to the following Guidelines, Rules and Regulations. The Guidelines have been accepted by the Declarant of the Declaration. All capitalized terms not defined herein shall have the definition provided in the Declaration.

B. PURPOSE OF GUIDELINES

The purpose of the Guidelines is to assist in maintaining a harmonious community image. The Guidelines will provide Owners with procedures and requirements involved in the design review process, and general rules and regulations for the community.

The Guidelines will also serve as the Association's guideline for review of each application that is submitted for design review. This will allow each application submitted for proposed improvements to be reviewed and processed consistently. The Association's role is to consider the image of the community and promote overall harmony when reviewing and approving applications for proposed improvements.

C. IMPROVEMENTS REQUIRING COMMITTEE APPROVAL

All improvements must comply with local and state building codes and construction requirements. In general, very few, if any, improvements may be made by any Owner to such Owner's Condominium Unit; only those improvements permitted by the Declaration may be made by any Owner to such Owner's Condominium Unit.

An overview of the improvements requiring Association approval is as follows, however, the improvements requiring Association approval are not limited to the following, and all improvements constructed within the Project are subject to the provisions of the Declaration and the Guidelines to the extent applicable:

- 1. <u>Landscaping</u>. Any change or addition to the landscaping on any portion of a Condominium Unit.
- 2. Satellite Dishes and Antennas. Location and installation of a satellite dish or antenna shall be approved by the Committee prior to installation. Please see attached Rules for Installation of Satellite Dishes and Antennas and Notice of Intent to Install. Approved locations are (i) hidden behind patio fences and (ii) at first floor roofline tucked into soffit area with wire painted the same color as the surface to which they are attached. All other locations are subject to review and approval of the

Association.

- 3. <u>Window Replacement</u>. Appearance from the exterior of building must remain the same as originally installed by Builder.
- 4. <u>Gates.</u> Two gate options are noted in <u>Exhibit A</u>. Color of gate must be painted to match house trim.
- 5. <u>Screen / Storm Doors</u>. Approved styles are attached in <u>Exhibit B</u>. Must match trim color or entry door color. Wood doors are prohibited.
- 6. <u>Air Conditioning</u>. No air conditioning equipment shall be placed, allowed, or maintained anywhere on any potion of the Condominium Unit other than those contained totally within the patio fence or on a designated pad site, fully screened as required by the Declaration. Window units are not allowed.

D. DESIGN REVIEW PROCESS

Please note: Applications for proposed improvements must be submitted to the Association's management company, and approved by the Association prior to commencement of any improvements. The application form is attached to these Guidelines, or may be obtained from the management company.

The Association must receive all information pertaining to the application for proposed improvement prior to the final review of the application; in addition, at the Association's election in its sole discretion, the Association may postpone any review of the application until a complete set of information and materials is submitted for any application. The Association may require submission of additional plans and specifications prior to approval or disapproval.

E. ASSOCIATION REVIEW

Upon receipt of the application form, plans and specifications, the Association will advise the Applicant of any additional information, if any, needed to complete the application.

The Association will meet to review and approve or disapprove the application. The Association shall use reasonable efforts to notify the Applicant within forty-five (45) days after submission of approval or disapproval of an application, which time period shall commence only upon receipt of a complete application package, including all necessary supporting documentation and any additional information requested by the Association. Approval of an application may be subject to conditions consistent with these Guidelines and the Declaration; the Applicant must accept such conditions or the application will be denied.

F. COMPLETION OF IMPROVEMENTS AFTER APPROVAL

After approval of any proposed improvement, the improvement shall be completed within twelve (12) months after approval is received, or as otherwise stated in the written approval from the Association. If the improvement is not completed within the specified time frame, the approval will lapse. If the Association's approval of any improvement expires prior to completion thereof, the Applicant must resubmit an application for the proposed improvement and obtain a new approval thereof from the Association prior to

construction of such improvement.

Upon completion of the improvement, the Applicant shall give written notice of completion to the Association. The Association has the right to inspect the improvement prior to, or after completion.

Upon inspection, the Association may issue a notice of noncompliance if there are items that do not comply with the approved application. The notice shall specify the action the Applicant must take to remedy the noncompliance. The Applicant has forty-five (45) days to remedy the noncompliance or the Association may take any and all actions authorized under the Declaration to insure compliance of such improvement.

G. RULES AND REGULATIONS

- 1. RENTAL UNITS. In cases where residents of Redbuck at Sorrel Ranch Condominiums are leasing the property in which they reside from another individual or agent, the Owner of such property must provide copies of any and all Rules, Regulations and Penalties to the tenant, including but not limited to these Guidelines, and the Owner shall be liable for any fines, penalties or other obligations of any nature arising out of the use or occupancy of such property by such tenant. Copies of the leases must be on file with the management company and owners shall provide the management company with both work and home telephone numbers of each tenant.
 - 2. PARKING. Parking in designated fire lanes, or stopping in fire lanes, is prohibited by City Code. Violators may be ticketed by city police for fire lane violations, which are reported to them by any individual. Vehicles obstructing any portion of a fire lane or driveway will be towed away without notice. The Association may also impose any fine or penalty permitted by the Declaration as a result of such violation, as well as to exercise any other right or remedy provided in the Declaration, including but not limited to towing.

Parking is not allowed in the snow removal area during the period of November 1st through April 1st of each year. Vehicles parked in the designated snow removal area may be towed without prior notice to the owner.

No car maintenance is to be performed on any Common Elements or otherwise in violation of any provision of the Declaration, except emergency measures to start cars or change tires.

Commercial type vehicles, campers, motor homes, boats, trailers and trucks in excess of three quarter (3/4) ton may not be parked anywhere within the complex at any time, except when engaged in transport to or from a building. Moving vans or trailers may not be driven, operated or parked on any sidewalks or sodded areas.

Please make sure your garage door stays closed and locked at all times. The Association will not have any liability for any personal items stolen, missing or damaged from garages or any other property within the Project.

Loud noise emitting from vehicles, such as exhaust pipes, music, horns, etc. in violation of any applicable law and/or the Declaration is not permitted. The Declaration bars any and all such noises.

- 3. <u>ABANDONED OR INOPERABLE VEHICLES</u>. No inoperable, unused, unregistered or abandoned vehicle shall be stored, parked, maintained or kept upon any part of the Project. A vehicle whose registration has expired and re-registration has not been accomplished during the 30 day "grace period" as defined by Colorado law shall be deemed to be unregistered, the Association shall have the right to exercise any and all rights or remedies provided in the Declaration with respect to such vehicles.
- 4. <u>PETS</u>. These rules are not included to replace any laws or regulations governing pets as published by the City of Aurora and/or the State of Colorado and such laws and regulations shall be observed and adhered to by this Association. Any such laws or regulations which are more restrictive than the provisions hereof or of the Declaration shall apply to the Project notwithstanding any provision of the Declaration or hereof to the contrary.

It is the responsibility of homeowners for the care and feeding of their pets as well as their behavior. Dogs are not allowed to hark continually as this is considered a disturbance to other owners in the community.

Not more than 2 domesticated cats, or 1 domesticated cat and 1 domesticated dog will be permitted in any one Condominium Unit.

All pets, when in or on any Common Elements or outside of any Individual Air Space Unit, shall be controlled on a leash. No pet shall, at any time, be allowed to run free on the Common Elements, and they shall be kept away from all shrubs and trees. In addition, any solid waste deposited on the Common Elements (including Limited Common Elements) by the pet shall be cleaned up by the resident immediately.

Should a pet owner fail to dispose of animal waste *immediately*, the Board may call upon an independent contractor to do so. The landscape contractor will notify the Management Company of labor necessary to clean up animal waste so that the offending Owners can be charged for this labor cost.

No pet shall be tied or otherwise attached outside of any Individual Air Space Unit, garage, or Common Elements.

Owners of pets shall restrain them from the making of obnoxious and/or disturbing noises at any time or place.

Pets of guests shall be the responsibility of the resident/owner whose unit they are visiting. Fines will be levied against the homeowner.

The resident/owner is responsible for any and all damage caused by a pet.

5. **GENERAL**

Rugs, blankets, laundry, etc. may not be hung from windows, fences or facades. In addition, they may not be hung from trees or draped over bushes. All laundry items must be kept from view.

Seasonal decorative items are permitted 30 days prior to the holiday and must be removed 10 days after the holiday. Under no circumstances shall nails be driven into building siding; and owners are responsible for any and all damage done to the building by such decoration.

Subject to approval by the Committee, all units shall have appropriate window coverings within thirty (30) days of occupancy. Newspapers, sheets, blankets, aluminum roll, cardboard, etc. are not considered proper window attire and are expressly forbidden after thirty (30) days. Please use window treatments lined or faced with white or ivory.

1 "For Rent" or "For Sale" sign may be displayed in the interior of the unit windows only. Sign must be professionally printed. 1 security sign, not to exceed 4" x 6", placed on a stake within the rock/shrub bed placed as close to the building as possible but still visible, is allowed.

No air conditioning equipment shall be placed, allowed, or maintained anywhere on any portion of a Condominium Unit other than those contained totally within the patio fence, or where originally installed by the Builder. Window unit air conditioners are not allowed. water and the same of the

6. TRASH. All trash must be placed inside the trash dumpsters provided for collection. Christmas trees are to be cut in smaller pieces and bound in bundles and placed inside dumpster. Disposal of large items, such as mattresses, water heaters, appliances, etc. is not allowed. Contact the management company for large item trash haulers.

All rubbish, trash, garbage and other refuse must be kept inside the unit until disposed of. No trash containers shall be allowed on patios or doorsteps.

7. NOISE. Residents and their guests shall not allow loud or constant noise that disturbs or disrupts neighbors; this includes but is not limited to slamming doors, pounding, fighting, radios, TV's musical instruments, amplifiers or any other devices to disturb neighbors. In the case of domestic disputes, (such as screaming) that disrupts neighbors or loud parties; ANY resident may call the police for assistance.

8. **SAFETY**

No toys (bicycles, etc.) large or small shall be left outside of a unit unattended for any length of time (including, but not limited to overnight).

Anything left on the common area including but not limited to, vehicles, toys, dog leashes, hoses, etc. can be removed without notice to its Owner, disposed of and any expense thereof charged to the Owner. The Association shall have no liability for any loss or damage suffered by any Owner, their guests, invitees, tenants, or other residents as a result thereof.

Chalk drawing on the sidewalks is prohibited.

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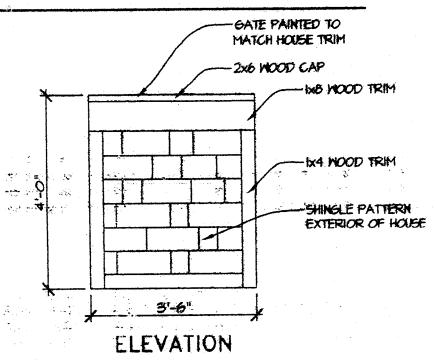
No vehicles shall be ridden on the community sidewalks, grass areas, planters and/or stone areas. Such vehicles are intended to include bicycles, motorcycles, go-carts, skateboards, scooters, etc., whether humanly or mechanically powered.

No firework or firearms may be discharged on or within any portion of the Project.

Only authorized maintenance personnel are allowed to be on community roofs or retaining walls. Anyone in violation of this rule will be subject to fines and penalties as well as any and all costs, damages or other losses incurred as a result thereof and the Association will not be held liable for any injuries, costs or other damages of any nature suffered as a result thereof.

EXHIBIT A

COURTYARD GATE OPTIONS



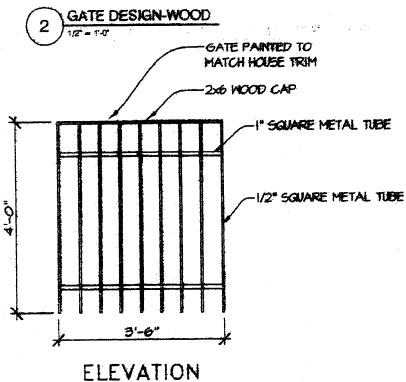


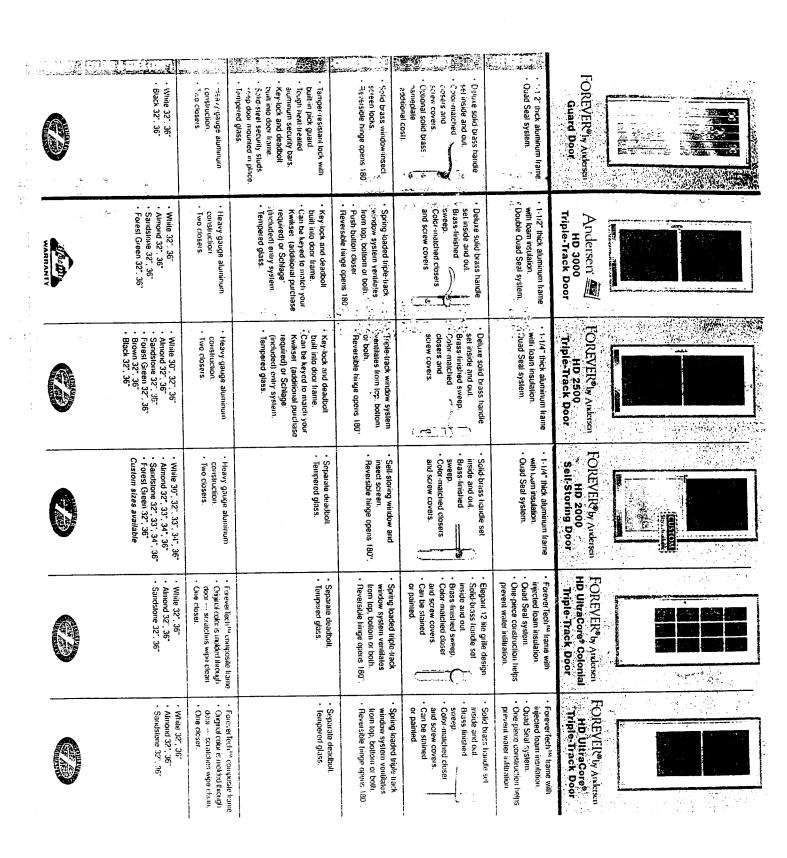


EXHIBIT B (SCREEN/STORM DOORS)

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LIMITTO	while 32", 34", 36" Almond 32", 34", 36" Bionze 32", 34", 36" Custom sizes available	 Innovative window system helps protect against water intitiration. One closer. 	Easy-to-use night laich. Tempered glass.	Tiple-track wirdow system ventilates from top, bottom or both. Reversible lunge opens 180°.	Color-matched push-button handle and sweep. Black for bronze.	Low-maintenance aluminum over solid wood core. Ouad Seal system.	EMCO® HD 200 Triple-Track Door
	· White 30", 32", 33", 34", 36"	 Innovative window system helps protect against water infiltration. One closer. 	• Easy-to-use night latch. • Tempered glass.	Self-storing window and insect screen. Reversible hinge opens 180°.	Black push-button handle and color-matched sweep. 1 1 1 1 1 1 1 1 1 1 1 1 1	Low-maintenance vinyl over solid wood core. Quad Séal system.	EMCO® HD :000 Self-Storing Door
	• While 30", 32", 36" • Bronze 30", 32", 36"	Continuous steel-rod hinge system. One closer.	• Easy-to-use night latch. • Tempered glass.	Self-storing window and insect screen. Reversible hinge.	Black push-bullon hardware.	1-1/4" thick aluminum frame. Fully weatherstripped. Boltom expander and sweep system create light seal.	EM(CO® HD 75 Sell-Storing Door
	• White 30", 32", 36" • Bronze 30", 32", 36"	Continuous steel-rod hinge system. One closer.	Easy to-use right latch. Tempered glass.	Sell-storing window and insect screen. Reversible hinge.	Black push-button hardware.	I' thick aluminum frame. Fully weathershipped. Bottom expander and sweep system create light seal.	EMCO® HID 50 Self-Storing Door
	• White 32°. 36° • Bronze 32°. 36°	Heavy-gauge aluminum construction. One closer.	Separate deadbolt. Tempered glass.	Self-storing window and insect screen. Reversible hinge opens 180	Uniquely designed. color-matched: lever handle. Color-matched closer: and sweep. Black for tranze "Black for tranze	I" thick aluminum frame with loam insulation. Quad Seal system.	FOREVER® y Authori HD 1000 Self-Storing Poor
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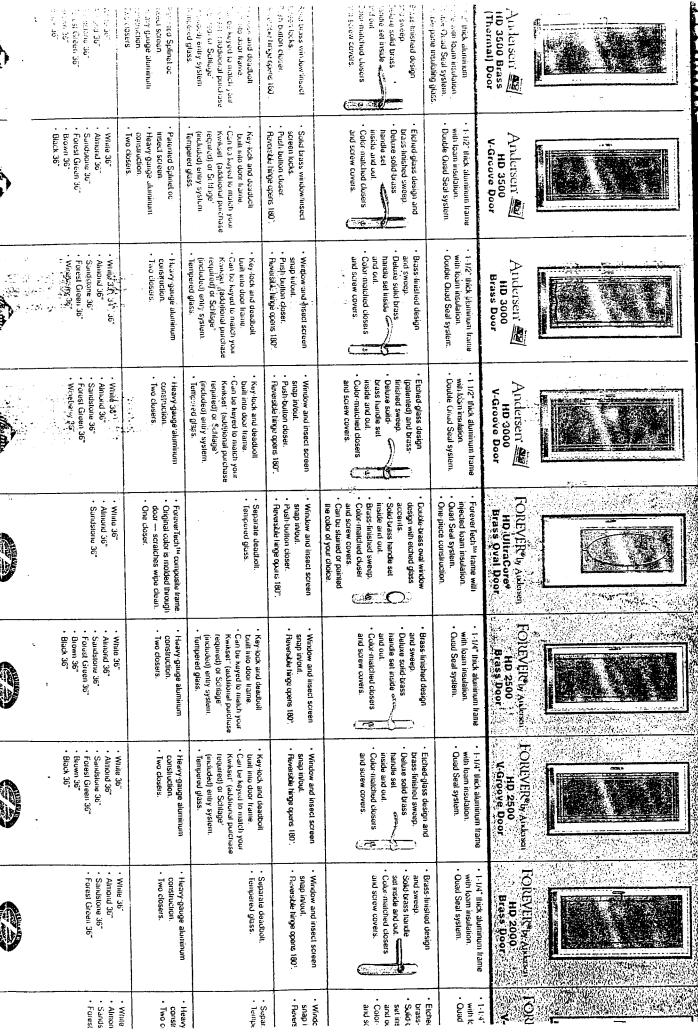


alues. At The Home Depot.

The second second	• White 32", 34", 36" • Almond 36" • Sandslone 36" • Forest Green 36" • Brown 36" • Black 36"	Patented Splinet oc insect screen.	**Siz de adboll. **Rey-lock and deadboll built into door frame. **Can be keyed to match Kwiksut' (additional puning legulicd) or Schlage' (included) entry system. **Tempered glass.**	Solid-brass windowingect screen Solid-brass windowingect screen locks. Push-bullon closer. Push-bullon closer. Perersible hinge opens 18	Deluxe solid-brass handle set inside and out set inside and set inside and set weep covers and set we covers.	icz aluminum frame • 1-1/2" thick aluminum frame can insulation • Double Quad Seal system • Double Quan insulating glass	EVERY Anderson HD 3500 Fullview (Thermal) Door
The same	White \$\frac{\partial \chi_1}{\partial \chi_2} = \frac{\partial \chi_2}{\partial \chi_2} = \frac{\partial \chi_2}{	net oc Patented Spinutoc insect screen: aluminum • Heavy gaug aluminum constrution; • Two closers	Key lock and deadboll built into door frame. Can be keyed to match your Kwiksar' (additional purchase required) or Schlage (included) entry system. Tempered glass. Key lock and deadboll built into door frame. Can be keyed to match your Kwiksar' (additional purchase required) or Schlage (included) entry system.	Sulid-brass windowinsect screen locks. Push-button closer. Peversible hinge opens 180°. Solid-brass windowinsect screen locks. Push-button closer. Plush-button closer.	Deluxe so 'G-tyrass handle out. I sweep Color-matched sweep Colors and closers and screw covers	uminum frame viti 102" tilick aluminum frame with focus insulation. Seal system. Double Quad Seal system. nsulating glass.	Andersen HD 3500 Fullview Fullview Door
ill other	34, 35" - White 27, 34, 36, 36, 36, 36, 36, 36, 36, 36, 36, 36		bull into door frame actic your Can be keyed to match your Kwikser (additional purchase required) or Schluge (included) **alry system. Tempered glass	winsect Window and insect screen snap nrigout. Push button closer. Perer sible hinge opens 180°.	Deluxe solid brass handle set inside and out. Brass finished sweep. Color-matched closers and screw covers.	nn frame • 1-1/2" hìck alumiciu. '' , 'vijh foam insulte'' system. '''a (''''''''''''''''''''''''''''''''	Ander HD 3000 Fullview Dr
THE PARTY OF THE P	Adminis 30", 35" Saltstone 32", 36" Saltstone 32", 36" Forest Green 32", 36" Blown 32", 36" Black 32", 36" Salae Blue 36" Wineberry 36" Cusi izes available	Heavy gauge a construction. Two closers.	Key-lock and deadbolt built into door frame. Can be keyed to match your Kwiksel' (additional purchase required) or Schlage' (included) entry system. Tempered glass.	Window and insect screen snap invoul. Reversible hinge opens 180°.	Deluxe solid-brass handle set inside and out. Brass-linished sweep. Color-nalched closers and screw covers.	1-1/4" thick aluminum frame with foarn insulation. Quad Seal system.	FOREVER® by Anderson His 2500 Fullview Door
	White 32", 33", 34", 36" Almond 32", 33", 34", 36" Sandstone 32", 33", 34", 36" Foust Green 32", 36" Custom sizes available	Heavy-gauge aluminum construction. Two closers.	· Separate deadbolt. · Tampered glass.	Window and insect screen snap in/out. Reversible hinge opens 180°.	Suid-trass handle set inside and out. Blass-finished sweep. Color-matched closers and screw covers.	1-1/4" thick aluminum frame with foam insulation. Quad Seal System.	
The state of the s	· Wille 32" 36"	Newly gauge anumuun Construction. One closer.	· Separate deadbolt. · Tempered glass.	Window and insect screen snap in/out. Reversible hinge opens 180°.	color-matched (interior) handles. Color-matched closer and sweep. Black for bronze	(rame with toam insulation. Quad Seal system.	FOREVER®ly Andersen HD 1000 Fullylew Door
CIMITED	· Bionze 36° Cusiom sizes available	helps potect against water infiltration. One closer.	Easy-to-use night latch. Tempered glass.	Window and insect screen snap invout. Reversible hinge opens 180°.	hardware. Color-malched sweep. Black for branze.	Index name with low-maintenance aluminum over solid wood core. Oud Seal system. Color matched nuch-hullon.	EMCO® HD 200 Fullview Door
4.55	· Bronze 32	ninge syste One closer	· Tempered (Window an snap in out Reversible	lever hardv • Brass linis:	Fully wealt Boltom exp system cre. Heavy duty	Fully ED

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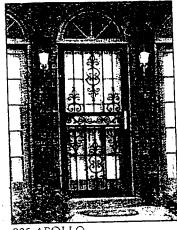
SECURITY STORM DOORS



984 BOLERO



922 ZENITH



925 APOLLO



922 Zenith

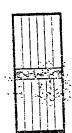


927 Valencia



924 Windsor





921 Just Pickets



980 Century



981 Pinnade



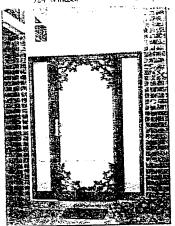
984 Boiero



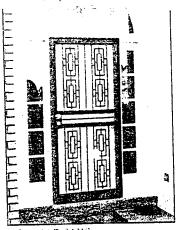
909 Full View



908 Arcadia

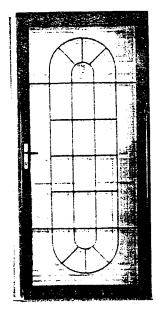


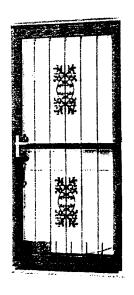
908 ARCADIA



967 MARQUIS







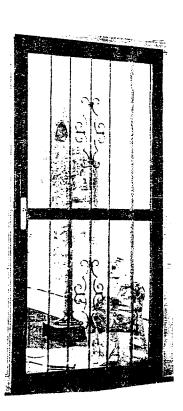


EXHIBIT C

REDBUCK AT SORREL RANCH CONDOMINIUMS ARCHITECTURAL CONTROL IMPROVEMENT/DESIGN REQUEST FORM

NAME:		<u> </u>			
ADDRESS:		Work Phone:			
Home Phone:	<u> </u>	Work Phone:			
The following type of	improvement/	design/change is hereby	requested (Check	one):	
	☐ A/C	Screen Door Ga			ecessary.
		ture, drawing, brochure,	<u> </u>		
er g y a li laa			÷ .		4 F - 25
Proposed Completion	Date:		_		
understand that the AC Building Permit may b approval. Completion	C approval doe e required. I/W of Improvemen	Architectural Control Cors not constitute approval a gree to complete all put is required by the proportion of the properties. I/We have re	of the local City/Coroposed improvemosed date shown ab	ounty building ents promptly ove. Any dela	departments and that a after receiving ACC yin such completion will
Homeowner Signature				Date	
If you have not recei	ved written no tact Hammersr	tice confirming receipt nith Management Clien	of this application at Services Depart	seven days fo ment at (303)	llowing submission, please 980-0700.

RULES FOR INSTALLATION OF SATELLITE DISHES AND ANTENNAS REDBUCK AT SORREL RANCH CONDOMINIUMS HOMEOWNERS ASSOCIATION INC.

- 1855년 1850년 - 1955년 - 1951년 - 1855년 - 1951년 - 1951

I. Preamble

These rules are adopted by the Board of Directors of Redbuck at Sorrel Ranch Condominiums Homeowners Association Inc. (the "Association").

Recitals

WHEREAS, the Association is responsible for the governance and maintenance of Redbuck at Sorrel Ranch Condominiums Community (the "Community"); and

WHEREAS, the Association exists pursuant to the Condominium Declaration for Redbuck at Sorrel Ranch Condominiums (the "Declaration") and the Articles of Incorporation and By-Laws of the Association; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the best interests of the Community, pursuant to the Declaration; and

WHEREAS, the Federal Communications Commission (the "FCC") adopted a rule effective October 14, 1996, as it has been or may be amended or supplemented in the future (collectively, the "FCC rule"), preempting certain restrictions in the governing documents concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service (collectively, "antennas"); and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing installation, maintenance, and use of antennas in the best interests of the Community and consistent with the FCC rule.

NOW THEREFORE, the Association adopts the following rules, restrictions and regulations for the Community, hereinafter referred to as the "Rules" which shall be binding upon all owners and their grantees, lessees, tenants, occupants, invitees, successors, heirs, and assigns who currently or in the future may possess an interest in the Community or the right to use or occupy any residence within the Community, and which shall supersede any previously adopted rules on the same subject matter.

II. Definitions

A. Antenna - Any devise used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). Any device that has limited transmission capability for any of the foregoing

services designed for the viewer to select or use video programming is a reception antenna provided that it meets FCC standards for radio frequency emission and falls within the scope of this definition of antenna. Masts, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

- B. Mast Structure of any type or natureto which an antenna is attached that raises the antenna height.
- C. Transmission-only antenna Any antenna used solely to transmit radio, television, cellular or other signals.
 - D. Owner Any homeowner in the Association and, for the purposes of this rule only, Owner shall include any tenant who has the written permission of such tenant's landlord to install an antenna at the residence rented by such tenant. Each Owner shall be responsible for any and all of the actions of their invitees, occupants, guests, agents, contractors and tenants.
 - E. Telecommunications signal Signals received by DBS, television broadcast, and MDS antennas.
 - F. Exclusive-use area Limited Common Areas located within the Community that are production designated for the exclusive use of such Owner as defined in the Declaration.

III. Installation Rules

A. Antenna Size and Type

- 1. DBS antennas that are one meter or less in diameter may be installed within the Community. Antennas larger than one meter are prohibited on any property within the Community.
- 2. MDS antennas one meter or less in diameter may be installed within the Community. MDS antennas larger than one meter are prohibited on any property within the Community.
- 3. Antennas designed to receive television broadcast signals, regardless of size, may be installed within the Community but only within an Owner's exclusive-use area.
- 4. Installation of transmission-only antennas is prohibited on any property within the Community unless approved by the Board of Directors, which approval may be withheld in the Board of Directors' sole discretion.
- 5. All antennas not included in or covered by the FCC rule are prohibited from being installed or located on any property within the Community.

6. No more than one antenna for each type of service may be installed by any Owner on such Owner's exclusive-use area.

B. Location

- 1. Antennas must be installed solely in an Owner's Individual Air Space Unit or on such Owner's exclusive-use area (rear fenced patio area or porch), as designated in the Declaration. Due to the condominium ownership structure of the Community, the roof is not an exclusive-use area for any Owner and thus roof installation or installation on any Common Element other than such Owner's exclusive-use area does require approval from the Board of Directors, which approval may be withheld by the Board of Directors in the Board of Directors in accordance with the Declaration, the FCC rule, and these Rules. Installation of any antenna on any Limited Common Element does not convert such Limited Common Element to individual property of the Owner installing or using such antenna.
- 2. If acceptable quality signals may be received by placing antennas inside a dwelling, without unreasonable delay or increasonable cost increase, then outdoor installation on any exclusive-use area or other portion of the Community is prohibited.
- 3. Antennas shall not encroach upon any Common Elements, any other Owner's Condominium Unit and/or exclusive-use area, or the air space of any other Owner's Condominium Unit and/or exclusive-use area.

- 4. Antennas shall be located in a place shielded from view from outside the Community or from other Condominium Units or other properties within the Community to the maximum extent possible; provided however, that nothing in this rule would require installation in an Individual Air Space Unit or an exclusive-use area where an acceptable quality signal cannot be received. This section does not permit installation on any area within the Community other than the installing Owner's Individual Air Space Unit and/or exclusive-use area, even if an acceptable quality signal may not be received from such Owner's Individual Air Space Unit or exclusive-use area.
 - a. DBS and MDS Antennas should be located inside any fenced area within any exclusive-use area, below the fence line unless an acceptable quality signal can not be obtained from this area.
 - b. Television antennas should be located in the attic of the dwelling, if any, unless an acceptable quality signal cannot be obtained from this area; then such antennas should be located within the exclusive-use area in accordance with Section III(B)(4)(a) above.

C. Installation

- 1. Antennas shall be no larger nor installed higher or taller than is absolutely necessary for reception of an acceptable-quality signal.
- 2. All installations shall be completed so that (i) they do not damage in any material manner the Owner's Condominium Unit and/or exclusive-use area and (ii) they do not damage any portion of any Condominium Unit other than the Owner's Condominium Unit, Common Elements, Limited Common Elements (other than the exclusive-use area of the Owner installing such antenna, which installation shall be subject to Section III(C)(2)(i) above), or any other portion of the Community, including but not limited to any Building of which any Individual Air Space Unit, Condominium Unit, Common Element, Limited Common Element or exclusive-use area is a part. In addition, all installations shall be completed so that they do not void, limit, impair, or hinder the application of any warranties or insurance policies held by the Association or any Owner.
- 3. Any installer other than the Owner shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits:
 - a. Contractor's General Liability (including completed operations): \$1,000.000.
 - b. Worker's Compensation: Statutory Limits

The purpose of this regulation is to ensure that antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures within the Community, posing a potential safely hazard to Community residents, invitees, guests and Association personnel. Any Owner installing an antenna shall, upon request, provide the Association with evidence of such insurance coverage maintained by such Owner; any such Owner shall have general liability insurance coverage (as part of their homeowner's insurance, renter's insurance or other similar policy) in effect prior to any installation with minimum limits of \$1,000,000 per occurrence and shall maintain such insurance throughout the period in which such antenna, or any replacement thereof, is in use or operation.

- 4. All antennas must be secured so that they do not jeopardize the soundness or safety or of any structure or improvement or the safety of any person or property (personal or real) at, near or in the vicinity of such antennas, including damage from wind velocity.
- 5. There shall be no penetrations of any exterior exclusive-use areas of any Building or structure or of any wall of any Building, improvement or structure on any portion of the Community unless it is absolutely necessary to receive an acceptable quality signal or it would unreasonable increase the cost of antenna installation, maintenance, use or operation without such penetration(s). No penetrations of any Building, structure, or improvement other than exterior exclusive-use areas shall be permitted except with the consent of the Board of Directors. The following devices shall be used unless they would

prevent an acceptable quality signal or unreasonably increase the cost of antenna installation, maintenance or use:

- a. Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane;
- b. Devices, such as ribbon cable, which permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall; or
- c. Existing wiring for transmitting telecommunications signals and cable services signals
- 6. If penetration of any exterior exclusive-use areas or, if approved by the Board of Directors, penetrations of any Building, structure, or improvement other than exterior exclusive-use areas, is necessary in accordance with Section III(C)(5) above, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this rule is to prevent structural damage of any nature to the Buildings and residences within the Community, including but not limited to any structural damage from moisture.

D. Maintenance

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- 1. Owners are responsible for all costs associated with any antenna installed by or on behalf of such Owner or used or operated by such Owner, including but not limited to costs to:
 - a. Place (or replace), repair, maintain, and move or remove antennas;
 - b. Repair damage to any property of any nature caused by antenna installation, maintenance (or lack thereof) or use;

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- c. Pay medical expenses incurred by persons injured by antenna installation, maintenance (or lack thereof), or use;
- d. Reimburse residents of the Association or any other third parties for any and all damages caused by or resulting from antenna installation, maintenance (or lack thereof), or use.
- 2. Owners shall not permit their antennas to fall into disrepair or to become safety hazards. Owners shall be responsible for antenna maintenance and repair and replacement, and the correction of any safety hazard.
- 3. If antennas become detached, owners shall remove or repair such detachment within 72 hours of the detachment. If any detachment or disrepair of an antenna threatens safety,

as determined by the Association in the Association's discretion, the Association may remove antennas at the expense of the Owner

4. Owners shall be responsible for repainting or replacement of any antenna which suffers exterior surface deterioration, as well as repairing or replacing any and all damage to any and all other properties, including but not limited to any structures or improvements within the Community, as a result of such deterioration or disrepair.

E. Safety

- 1. Antennas shall be installed and secured in a manner that complies with all applicable city, county, state and federal laws and regulations, and manufacturer's instructions.

 Each Owner, prior to installation, shall provide the Association with a copy of any applicable governmental permit for the installation or operation of an antenna.
 - 2. Unless the above-cited laws and regulations require greater separation, antennas shall not be placed within 3 feet of power lines (above ground or buried) and in no event shall antennas be placed where they may come into contact with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.
 - 3. Antennas shall not obstruct access to or exit from any Individual Air Space Unit, Condominium Unit, Building, Common Areas, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of any property within the Community. The purpose of this requirement is to ensure the safety of Community residents, invitees, guests and Association personnel and safe and easy access in case of emergency.
 - 4. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior structure of the Owner's exclusive-use area.
 - 5. In order to prevent electrical fire damage, antennas must be permanently and effectively grounded.
 - 6. Antennas are required to withstand wind gusts typical of the area, and shall be designed to withstand the pressure of snow and ice.

IV. Antenna Camouflaging

A. Antennas or masts may not extend beyond the top of any railing or fence unless no acceptable quality signal may be received from this location.

- B. Camouflaging antennas through inexpensive screening or plants is required if antennas are visible from the street or any other Condominium Units or any other portion of the Community.
- C. Masts, and any visible wiring must be painted to match the color of the structure to which it is installed.
- D. Exterior antenna wiring shall be installed so as to be minimally visible.

V. Mast installation

- A. Mast height may be no higher than absolutely necessary to receive acceptable quality signals.
- B. Masts that extend 12 feet or less above the roofline may be installed subject to the regular notification process set forth herein. Masts that extend more than 12 feet above the roofline must be specifically evaluated by the Board of Directors for wind resistance and safety of design before installation due to safety concerns posed by wind loads and the risk of falling antennas and masts. Any application for a mast longer than 12 feet must include a detailed description of the structure and anchorage of the antenna and the mast, as well as an explanation of the necessity for a mast higher than 12 feet. If this installation will pose a safety hazard to Community residents, invitees, guests and/or Association personnel, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks.
- C. Masts must be installed by a licensed and insured contractor.
- D. Masts must be painted the appropriate color to match their surroundings.
- E. Masts must be designed to withstand the weight of ice and snow.

VI. Antenna Removal

Antenna removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to restoration of this location.

VII. Antenna Requirements at the Time of Sale of Property

Owners who have installed antennas must provide the following information to the Association in writing within 10 days prior to the sale of their unit:

a. The Owner has removed all antennas and has repaired all exclusive-use areas to their original condition. In which case the Association will have these areas inspected and the owner will be charged for any repairs necessary; or

b. A copy of an acknowledgment agreement, in form provided by the Association, signed by the buyer of the property confirming that such buyer will assume full responsibility for the antennas and any existing or future damage, liability or obligation arising out of or related to such antennas.

VIII. Association Maintenance of Locations Upon Which Antennas are Installed

A. If antennas are installed on property for which the Association has maintenance responsibility (which installation may only be made in accordance with the terms hereof and of the Declaration), Owners shall retain responsibility for all antenna maintenance as well as for all liabilities with respect to the installation, maintenance (or lack thereof), use, operation or removal of such antennas. Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for other residents. If increased maintenance, costs or damage occurs, the Owners who installed, own, operate or use such antennas are responsible for all such costs.

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B. If maintenance requires antenna removal, the Association shall provide affected Owners with 10 days written notice. Owners shall be responsible for removing antennas before maintenance begins. If any such Owners do not remove antennas by the required time, then the Association may do so, at such Owners' expense. The Association is not liable for any resulting damage to antennas.

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IX. Notification and Approval Process

- A. Any Owner desiring to install an antenna must complete a notification form and submit it to the Association c/o the Association office. If the installation is routine (conforms to all of the above rules and restrictions not requiring Association review or approval), the installation may begin immediately.
- B. If the installation is other than routine for any reason, Owners must first obtain Association approval prior to installation (which approval process shall be in accordance with the provisions hereof and of the Declaration and such other guidelines, rules and regulations as the Association may adopt from time to time).

X. Installation by Tenants

Tenants may install antennas in accordance with these rules with written permission of the homeowner/landlord of the Condominium Unit leased by such tenant. A copy of this permission from such homeowner/landlord must be furnished to the Association with the notification statement.

XI. Enforcement

- A. If these Rules or any one of them are violated, the Association may exercise any remedy provided herein or in the Declaration for such violation, including but not limited to requiring removal of any antenna installed in violation hereof. In addition, the Association may bring an action for declaratory relief with the FCC or any court of competent jurisdiction or for such other remedies as may be available at law or in equity to the Association, including any action for damages permitted by applicable law. Such remedies shall include, but not be limited to, the Association's right to impose a fine of not less than \$50.00 for each violation, as well as the right to impose additional fines of \$10.00 per day for each day that such violation continues. To the extent permitted by law and as provided in the Declaration, the Association shall be entitled to recover its reasonable attorney fees, costs, and expenses incurred in the enforcement of these Rules.
 - B. If any antenna installation, use, operation, or removal poses a serious, immediate safety hazard, in an addition to any other remedy available to the Association, the Association may seek injunctive relief to prohibit the installation, use or operation thereof or to seek removal of such antenna.

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XII. Severability

If any provision of these Rules is deemed to be invalid or unenforceable, the remainder of these Rules shall remain in full force and effect and such invalid or unenforceable provision shall be deemed to be replaced with as similar a provision as possible which is valid or enforceable.

NOTICE OF INTENT TO INSTALL ANTENNA ON EXCLUSIVE-USE AREA

Name of Owner(s):	
Address:	
If rented, tenant's name (A	ttach written permission of owner):
1	Telephone (Evening):
Type of Antenna:	
	Direct broadcast satellite 18-inch other size Television broadcast Multipoint distribution service size
Company Performing Insta Address:	allation
Address.	en a <u>la comp</u> ensa de la compensa del compensa de la compensa del compensa de la compensa del la compensa de la compensa del la compensa de l
Telephone:	
Installation Location:	Rear Patio Other (Explain location and reason) *Any other installation requires prior approval.
Date of Installation: Specific Method of Installa	ntion:
Will the installation be manufacturers' guidelines	in compliance with all Association guidelines (which include and applicable building codes)? Yes No
If no, please provide three d antenna installation. At the necessity for non-routine ins	ates and times for which you are available to meet with us to discuss his meeting you will need to provide information supporting the stallation.
	(over)

Is a mast necessary for reception? YesNo
If yes, is the mast required to extend more than 12 feet above the roofline or extend to a height greater than the distance from the installation to the lot line? Yes No If yes, then you must apply for mast installation approval.
I have received a copy of the Association's rules regarding antennas. I agree that I will comply with all of the Association's rules for installing, maintaining, and using antennas. I assume liability for any damage to Association and other owners' property that occurs due to antenna installation, maintenance and use. I understand I will be held responsible for any added Association expense caused by the installation, existence of use of the antennas.
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