

## PRECEDENT AT STONY CREEK RULES AND REGULATIONS

These rules and Regulations were adopted July 14, 2005 by the Board of Directors pursuant to the authority in the recorded Declaration of Covenants, Conditions, and Restrictions for Precedent at Stony Creek Townhomes ("Declaration") and the authority granted to the Unit Owners Association by Colorado Revised Statute 38-33 3-302(1)(b).

These Rules and Regulations supercede any other Rules and Regulations adopted in the past. However, these Rules and Regulations do not revoke any of the provisions contained in the Declaration; these Rules and Regulations are intended to supplement the other governing documents of the Association.

The provisions of these Rules and Regulations shall become effective five days from the date they are initially mailed to the members of the Association

### DEFINITIONS:

**Commercial Vehicles** shall mean any van or truck rated over three-quarter ton; which is outfitted with a flat bed, utility box, racks to transport ladders, pipe, tires, glass, or other material generally accepted to be of a business or commercial nature; any motor vehicle adorned with signage or lettering of a business or commercial nature; any motor vehicle that is wider than the standard vehicle width of 12 feet wide, and trailers and other equipment generally used for business and commercial purposes.

**Common Area** shall have the same meaning in these Rules and Regulations as the term has in the Declaration, generally it is all property that is not an individually owned Lot.

**Community** shall refer to the property subject to the Declaration.

**Inoperable Vehicle** shall mean any vehicle that can't travel under its own power; be safely operated on the highways of the state of Colorado; or any vehicle not properly licensed for highway use

**Oversized Vehicles** shall mean any vehicle rated larger than a ¾ ton pickup truck, longer than 16 feet or wider than 12 feet.

**Owner** shall have the same meaning in these Rules and Regulations as the term has in the Declaration, generally it means the owner of record of a townhouse within the Community.

**Owner** shall have its customary meaning.

**Puffing** shall mean leaving an unoccupied motor vehicle running.

**Recreational Vehicle** shall mean Recreational Vehicle shall mean and refer to any motor vehicle: licensed as a recreational vehicle; designated as a class A through class C motor home. equipped with a camper extending over the cab or the rear bumper of the vehicle, not licensed for highway use Recreational Vehicle shall also include camping trailers, boats, jet skis, and other similar items with the primary purpose of recreation.

**Resident** shall mean persons living in Townhouse Unit within the community generally known as Precedent at Stony Creek, including but not limited to owners, tenants, and their family members

**Stored Vehicle** shall mean a vehicle that is not consistently driven, factors to be considered in determining if a vehicle is stored are: has the vehicle been used for transportation in the **PAST SEVEN DAYS**? Does the owner have another vehicle that is used for transportation to the exclusion of the stored vehicle? Is the Association's General Common Elements being used merely to store a vehicle the owner uses infrequently?

**GENERAL:**

1. Common Area sidewalks, driveways and other access areas shall not be obstructed or used for any other purposes than for ingress into and egress from the Townhomes.
2. Common Area shall not be used for storage or placement of personal property, with the exception of vehicle parking in areas specifically designated for that purpose.
3. **NO OWNER OR RESIDENT SHALL MAKE, OR PERMIT, ANY NOISE; NOR DO OR PERMIT ANYTHING TO BE DONE BY SUCH PERSONS THAT WOULD REASONABLY DEPRIVE OTHER RESIDENTS OF THEIR RIGHT OF THE QUIET ENJOYMENT OF THEIR PROPERTY. FOR PURPOSES OF THIS RULE: A PRESUMPTION THAT A CERTAIN ACTION "REASONABLY DEPRIVES" ANOTHER RESIDENT OF QUIET ENJOYMENT IF TWO OR MORE RESIDENTS, LIVING IN DIFFERENT TOWNHOUSE UNITS, COMPLAIN THAT THE SAME ACTIVITY IS REASONABLY DISTURBING THE ENJOYMENT OF THEIR PROPERTY.**
4. Residents shall exercise extra care to avoid making, or permitting to be made, loud or disturbing noises between the hours of 11:00 p.m. and 8:00 a.m.
5. Residents shall not put their names in any entry passageway, vestibule, or stairway of the building(s), except in the proper places or the mailbox provided for use of the Townhomes occupied by them respectively

6. The cost of any damage to the property the Association, resulting from intentional or negligent action, omission, or misuse of such property by a Resident, their guests, or invitees, shall be charged to the Owner and be collectable in the same manner as the Common Expense Assessment after notice and opportunity for hearing has been given to the Owner

7. Nothing shall be thrown or emptied by the Residents, their guests, or invitees in the Common Areas. (Nor shall anything be hung from outside the windows or placed in the outside windowsill, balconies or Patios ***without written permission of the Board of Directors*** ) The Owner shall bear the cost of damage resulting from these actions, which may be collectable in the same manner as the Common Expense Assessment after notice and opportunity for hearing has been given to the Owner

8. No animals, livestock, birds, poultry, reptiles, or insects of any kind shall be raised, bred, kept or boarded in or on the Units. Residents may keep dogs, cats, or other bona fide household pets, so long as such pets are not kept for any commercial or breeding purposes. Further, all pets must be kept in strict compliance with the Jefferson County rules pertaining to pets (including the number of pets which may be kept) and in such manner as not to create a nuisance to other residents of the Community. The Association shall have, and is hereby given, the right and authority to determine in its sole discretion that dogs, cats or other household pets are being kept for commercial or breeding purposes, or are being kept in such number as to create a nuisance, and take such action as it deems appropriate to correct the same.

9. A Resident's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such pets. These costs may be collected in the same manner as the Common Expense Assessment after notice and opportunity for hearing has been given the Owner. ***Residents must pick up after pets immediately after waste is deposited in the Common Area.*** The Resident is responsible for keeping their back patio area free of pet waste as well. ***Dogs must obey all ordinances of the City of Littleton and Jefferson County, including the requirement to have dogs on a leash any time they are off an individual Resident's lot.***

10. Residents must comply with the Association's antenna rules if they wish to install an exterior antenna within the community

11. Unless the Association gives prior written consent in each and every instance, Residents shall not use or permit to be used or brought into the building(s) or onto the premises any flammable oils or fluid or other explosives or articles deemed hazardous to life, limb or property.

12. No trash of any kind shall be left in patios, walkways, or Common Areas. All trash shall be placed in the Trash Containers. Items which weigh more than 40

pounds; or items that are larger than a 33 gallon trash bag; or contain hazardous material must be disposed of off site by the Resident at their expense. Costs incurred by the Association for violations of this rule may be imposed on the Owner and collectable in the same manner as the Common Expense Assessment after notice and opportunity for hearing has been given to the Owner

13. ARTICLE X OF THE DECLARATION RESTRICTS THE USE OF THE PROPERTY WITHIN THE COMMUNITY TO RESIDENTIAL USE. USE OF THE TOWNHOUSE FOR HOME OCCUPATION SHALL BE STRICTLY LIMITED TO SUCH USE AS PERMITTED BY THE CITY OF LITTLETON OR JEFFERSON COUNTY CODE. VIOLATIONS OF THE CITY OR COUNTY CODE SHOULD BE REPORTED TO THE CODE ENFORCEMENT OFFICER FOR THE RESPECTIVE GOVERNMENT.

14. The Board of Directors, on behalf of the Association, reserves the right to make such other Rules and Regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all the occupants thereof

15. No Owner or Resident shall post any advertisement, posters or FOR SALE or FOR RENT signs of any kind on the Project except as authorized by the Association. This prohibition shall not apply to the Association or their respective agent. FOR SALE and FOR RENT signs are allowed to be placed inside the home, visible through the windows.

16. No unsightly conditions, structures, facilities, equipment, or objects shall be located on any Unit as to be visible from a street or from any other Unit. The Board shall determine, at its sole discretion, what is deemed to be unsightly. Personal items shall not be kept/stored in the rock beds (i.e., fire wood, containers, etc.).

#### PARKING AREA REGULATIONS

1. No vehicle, or other form of personal property, shall be parked or placed in such a manner as to impede or prevent ready access to other parking spaces or fire lanes, within the community. Vehicles may not be parked on the sidewalks. Violations of the Rule will subject the property to tow or removal at the Owner's expense.

2. Operators shall refrain from blowing of any horn from any vehicle in which the Residents or his guests, invitees or employees shall be Occupants, approaching or upon any of the driveways or parking areas designated to serve the Project except as may be necessary for the safe operation thereof.

3. Commercial Vehicles, Inoperative Vehicles, Oversize Vehicles, Recreational Vehicles, and Stored Vehicles are prohibited within the Properties (as that term is defined in Article II, Section 2.18 of the Declaration of Covenants, Conditions, and

Restrictions for Precedent at Stony Creek Townhomes) unless the vehicle is parked entirely within the Owners garage. Violations of this rule may subject the Owner to fines, if the owner of the vehicle is not reasonably identifiable the vehicle is subject to tow at the owner's expense.

4. The Association reserves the right to remove any vehicles parked in an unauthorized place or in a manner described above, including sidewalks, at the expense of the respective owner thereof.

5. Puffing is prohibited.

#### ENFORCEMENT

1. The Owner will be notified of any violation of the Covenants and/or the Rules and Regulations for the Association attributable to the Residents, the guests or invitees of the Owner's Townhouse. The Owner will be given an opportunity to be heard (except as noted above).

2. If the Board, in its sole discretion, after hearing the evidence available to it determines a violation has occurred the Board may impose a reasonable fine on the Owner for the violation as well as subsequent violations of the same offense

3. Violations of a continuing nature shall constitute a separate violation for each 24 hour period the violation continues

4. Provided the violation does not constitute a health or safety issue to other residents or their property, the first violation generally warrants a warning letter to the Owner. The presumptive range for fines of a second violation shall be from \$5.00 to \$50.00; fines for subsequent violations may increase by up to 50% for each subsequent violation. After the third fine is assessed, the Association will have the right to seek legal action to address the problem. All charges and costs incurred in pursuing legal remedies or in correcting the violation shall be charged to the Owner, and shall be collected in the same manner as the Common Expense Assessment.

**5. THE ASSOCIATION RESERVES THE RIGHT TO PROCEED DIRECTLY TO A COURT OF LAW OR A COURT OF EQUITY FOR VIOLATIONS OF THE DECLARATION OR THESE RULES AND REGULATIONS THAT IMPACT THE HEALTH, SAFETY, OR WELFARE OF THE RESIDENTS OR THE PROPERTY.**

## Rules for Installation of Antennas

### I. Preamble

These rules are adopted by the *Board of Directors of Precedent at Stony Creek Homeowners Association, Inc.* ("the Association") on \_\_\_\_\_, 200\_\_, effective five days from the date they are initially mailed to the members of the Association.

#### Recitals

1 The *Association* is responsible for governance and maintenance of the Community

2 The Association exists pursuant to *applicable state law and governing documents*.

3 The Association is authorized to adopt and enforce reasonable rules and regulations in the best interests of the Community, pursuant to *sections of state law and the governing documents permitting the Association to adopt and enforce rules*.

4. The Federal Communications Commission ("the FCC") adopted a rule effective October 14, 1996, preempting certain restrictions in the governing documents concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas ("antennas"); and

5. 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.

THEREFORE, the Association adopts the following 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, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter

### II. Definitions

- A Antenna--any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets FCC standards for radio frequency emission. A mast, 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 to 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. For the purpose of this rule only, "owner" includes a tenant who has the written permission of the homeowner/landlord to install antennas.
- E. Telecommunications signal--signals received by DBS, television broadcast, and MDS antennas.

### III. Installation Rules

#### A. Antenna Size and Type

1. DBS antennas that are one meter or less in diameter and other antenna covered in the Telecommunication Act of 1996 as amended may be installed. Antennas larger than one meter are prohibited.
2. MDS antennas one meter or less in diameter may be installed. MDS antennas larger than one meter are prohibited.
3. Installation of transmission-only antennas are prohibited unless approved by the *Board of Directors*.
4. All antennas not covered by the FCC rule are prohibited.

#### B. Location

1. Antennas shall be installed solely on individually-owned property as designated on the *recorded deed or other document defining the portions of common or individually-owned property*.
2. **If acceptable quality signals may be received by placing antennas inside a dwelling, without unreasonable delay or unreasonable cost increase, then outdoor installation may be prohibited.**
3. Antennas shall not encroach upon common areas or any other owner's property.
4. Antennas shall be located in a place shielded from view from the street or from other lots to the maximum extent possible; provided, however, that nothing in this rule would require installation in a location from which an acceptable quality signal may not be received. This section does not permit installation on common property, even if an acceptable quality signal may not be received from an individually-owned lot.

### **C. Installation**

1. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.
2. All installations shall be completed so that they do not damage the common areas of the Association or the lot of any other resident, or void any warranties of the Association or other owners, or in any way impair the integrity of buildings on common areas or lots.
3. Owners are responsible for all costs associated with the antenna, including but not limited to costs to:
  - a. Place (or replace), repair, maintain, and move or remove antennas;
  - b. Repair damages to the common property, other lots, and any other property damaged by antenna installation, maintenance or use;
  - c. Pay medical expenses incurred by persons injured by antenna maintenance, or use;
  - d. Reimburse residents or the Association for damages caused by antenna installation, maintenance, or use.
4. Antennas must be secured so that they do not jeopardize the soundness or safety of any other owner's structure or the safety of any person at or near antennas, including damage from wind velocity based upon a unique location.

### **D. Maintenance**

1. Owners shall not permit their antennas to fall into disrepair or to become safety hazards.
2. Owners shall be responsible for antenna maintenance and repair.
3. Owners shall be responsible for repainting or replacement if the exterior surface of antennas deteriorates.

### **E. Safety**

1. Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. The owner, prior to installation, shall provide the Association with a copy of any applicable governmental permit.
2. Unless the above-cited laws and regulations require a greater separation, antennas shall not be placed within 20 feet of power lines (above-ground or buried) and in no event shall antennas be placed

where they may come into contact with in electrical power lines. This purpose of this requirement is to prevent injury or damage resulting from contact with power lines.

3. All installations must comply with all applicable codes.
4. In order to prevent electrical and fire damage, antennas shall be permanently and effectively grounded.
5. Antennas are required to withstand winds of 100 mph, and shall be designed to withstand the pressure of snow and ice.

#### **IV. Antenna Camouflaging**

- A. Antennas or masts may not extend beyond a railing or fence unless no acceptable quality signal may be received from this location.
- B. Antennas situated on the ground and visible from the street or from other lots must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Association may require antennas to be screened by new landscaping or screening of reasonable cost.
- C. Antennas, masts, and any visible wiring must be painted to match the color of the structure to which it is installed.
- D. Antennas may not obstruct a driver's view of an intersection or street.

#### **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 beyond the roofline may be installed subject to the regular notification process. Masts that extend more than 12 feet above the roofline must be approved 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 association residents and 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 installed on a roof shall not be installed nearer to the lot line than the total height of the mast and antenna structure above the roof. The purpose of this regulation is to protect persons and property that would be damaged if the mast were to fall during a storm or from other causes.
- F. Masts shall not be installed nearer to electric power lines than the total height of the mast and antenna structure above the roof. The purpose of this regulation is to avoid damage to electric power lines if the mast should fall in a storm.
- G. Masts shall not encroach upon another owner's lot or common property
- H. Masts installed on the ground must sustain a minimum of 100 mph winds.
- I. Masts must be designed to withstand the weight of ice and snow.

**VI. Association Maintenance of Locations Upon Which Antennas are Installed**

- A. If antennas are installed on property for which the Association has maintenance responsibility, owners retain responsibility for antenna maintenance. Owners must not install antennas in a manner that will result in increased maintenance costs for the Association or for other residents. If such damage occurs, owners are responsible for these costs.
- B. If maintenance requires antenna removal, the Association shall provide owners with 10 days written notice. Owners shall be responsible for removing antennas before maintenance begins. If owners do not remove antennas by the required time, then the Association may do so, at owners' expense. The Association is not liable for any resulting damage to antennas.

**VII. Notification Process**

- A. Any owner desiring to install an antenna must complete a notification form and submit it to Western States Property Services, Inc 10020 E. Girard, Suite 175, Denver, CO 80231. If the installation is routine (conforms to all of the above rules and restrictions), the installation may begin immediately.
- B. If the installation is other than routine for any reason, owners and the *Entity* must establish a mutually convenient time to meet to discuss installation methods.

**VIII. Installation by Tenants**

Tenants may install antennas in accordance with these rules with written permission of the homeowner/landlord. A copy of this permission must be furnished with the notification statement.

**IX. Enforcement**

- A. If these rules are violated, the Association may bring action for declaratory

relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court or FCC determines that the Association rule is enforceable, a fine of \$50 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10 per day will be imposed for each day that the violation continues. To the extent permitted by law, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.

- B. If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation.

**X. Severability**

If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

**NOTIFICATION FORM  
FOR INSTALLATION OF OVERSIZED MASTS**  
*(To be submitted to association by unit owner)*

Is a mast extending more than 12 feet above the roofline required for your antenna?  
Yes \_\_\_\_\_ No \_\_\_\_\_

Is a mast extending higher than the distance from the installation to the lot line?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If you responded "yes" to either question, please provide your reasons why such a mast is necessary. Include a detailed drawing of the installation plans, including:

- Description of the antenna and mast
- Exact location of the mast and antenna installation
- Description of the manner and method of installation
- Total height of the mast and the height it will extend beyond the roofline  
*(Include an explanation of why the mast must extend to this height)*
- Manufacturer specifications regarding the installation of the mast

Please provide a copy of the certificate of insurance of the contractor installing the antenna and the mast.

Also indicate a date and time that would be convenient for you to meet with the *Board of Directors*.

I will comply with all of the Association's rules for installing, maintaining, and using antenna masts. I assume liability for any damage to Association or other owners' property that occurs due to mast installation, maintenance, and use.

Signed:

\_\_\_\_\_

Date:

\_\_\_\_\_

—

Address:

\_\_\_\_\_

\_\_\_\_\_

Phone:            (Day)            \_\_\_\_\_            (Evening)

\_\_\_\_\_