

**RULES AND REGULATIONS
BALTERRA CONDOMINIUMS
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BALTERRA CONDOMINIUMS RULES AND REGULATIONS

The following Rules and Regulations were adopted on March 21, 2019, by resolution of the Board of Directors (“Board”) of the Balterra Condominium Association, Inc. (“the Association”) at a regular meeting of the Board and pursuant to Colorado law, the Condominium Declaration, the Bylaws and Resolutions of the Association. These Rules and Regulations and all policies herein replace any previous versions of the Rules and Regulations or policies.

INTRODUCTION

The Rules and Regulations are adopted to protect the architectural integrity and harmony of the community, preserve the value of the property and to promote a safe, peaceful and enjoyable community in which to live. In establishing and maintaining the Rules and Regulations, the Board shall make every effort to ensure that they protect the unit Owners’ (“Owners”) right to the enjoyment of their units and common elements that are shared by all residents.

Owners and residents are encouraged to familiarize themselves with the Declaration, Articles of Incorporation, Bylaws, Resolutions and Rules and Regulations (“Governing Documents”) of the Association. The Association’s Governing Documents are available on the Association website and at the office of the Association Manager. The Rules and Regulations shall apply to all Owners, family members, tenants, occupants, agents, visitors, employees and guests, and shall be enforced pursuant to the Association’s Governing Documents.

These Rules and Regulations do not replace the primary Governing Documents and in case of a conflict of wording, the Articles of Incorporation, Bylaws, Declaration and all applicable laws will prevail. The Rules and Regulations may be repealed or amended from time to time as deemed necessary and adopted by the Board.

SECTION 1.00 DEFINITIONS

Community – is the condominium community of Balterra and includes all units and common elements as defined by the Balterra Declaration.

Common Elements – (aka Common Property or Common Areas) shall refer to those parts of the community other than the units and garages, including limited common elements and as defined in the Declaration.

Common Parking – are the open parking spaces throughout the community.

Limited Common Elements – are those portions of the common elements designated by the Declaration and map for exclusive use of one unit, such as the patios, balconies and decks.

Resident or Occupant – is any person who resides at Balterra, including Owners, tenants, and household members or any person who resides in a unit at least one-half the time or receives mail at Balterra.

Unit – is the physical portion of the community designated for separate ownership and as defined by the Balterra Declaration and map. Generally, a unit includes everything inside the unfinished perimeter drywall and above the unfinished floor. All windows and doors are part of the unit as well as all utilities serving only one unit whether or not they are contiguous to the unit. ■

SECTION 2.00 HOMEOWNER / RESIDENT RESPONSIBILITIES

- 2.01 Owners/Residents are responsible for ensuring that their family members, guests, tenants, employees, agents, contractors and invitees are in full compliance with the provisions of the Governing Documents of the Association.
- 2.02 Emergencies requiring fire, police, or medical assistance should be reported to 911. Emergency maintenance that involves or may involve any part of another unit or common property must be reported to the Association's management company immediately.
- 2.03 Owners are responsible for obtaining insurance for the interior of their units, contents, personal liability, loss assessment and additional living or relocation expense following a loss. A condominium unit owner's policy, also called an HO-6, is specifically tailored for this purpose.
- 2.04 No Owner/Resident shall make or permit any noise, activity or practice which will unreasonably disturb, offend, annoy or interfere with the rights, comfort and convenience of other residents.
- 2.05 No activity shall be conducted on any portion of the condominium community which is or might, in the judgment of the Board, be unsafe or hazardous to any person or property or create additional liability for the Association. Such activities include, but are not limited to open fires or flames, use of charcoal grills and storage of LP-gas (propane) containers with a water capacity exceeding 2.5 lbs. ■

SECTION 3.0
LEASING / USE RESTRICTIONS

- 3.01 Any lease or rental agreement of a Unit or Garage Unit, or any portion thereof shall:
- a. Be in writing, a copy of which shall be delivered to the Board or the Association Manager prior to the effective date of the lease, and shall provide that the lease or rental agreement is subject to the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation and these Rules and Regulations;
 - b. Include a listing of all occupants and emergency contact information for tenants;
 - c. State that the failure of the tenant, renter or guest to comply with the terms of the Association's Governing Documents shall constitute a default of the lease or rental agreement.
 - d. Specify whether or not the owner is transferring their pool/clubhouse privileges to the tenant(s) during the lease period.
- 3.02 All condominium units shall be used exclusively for residential purposes pursuant to Article IX, Section 3 of the Declaration.
- 3.03 No garage, yard or estate sales or any onsite sales that increase foot or vehicle traffic are permitted in the community.
- 3.04 Soliciting and distribution of unauthorized literature are prohibited. No one shall solicit for sale of goods or services or for donations in the community. Residents should advise violators of this prohibition. ■

SECTION 4.00
SIGNS AND DISPLAYS

- 4.01 No signs other than those allowed in these Rules and Regulations may be displayed anywhere in the community without prior written approval of the Board or as needed for Association maintenance or business.
- 4.02 One "For Sale," "Open House" or "For Rent" or security sign per unit may be displayed inside a designated window provided it is not larger than five square feet.
- 4.03 The Owner or occupant of each unit may display one political sign per political office or ballot issue that is contested in an election. The sign shall be no larger than six square feet and must be displayed from inside a unit window. Signs shall be displayed no earlier than 45 days prior to Election Day and must be removed within 7 days following an election.
- 4.05 No flags other than an American flag or service flag may be displayed in the community.

- 4.06 The display of the American flag must meet the following criteria:
- a. The flag may not extend outside the air space of the resident's patio/balcony or require attachments that penetrate the exterior of building, e.g., flag holder, without prior approval by the Board.
 - b. The flag must be displayed in compliance with the federal flag code, 4 USC Chapter 1.
 - c. The flag may not exceed three feet by five feet in size.
 - d. The flag may not be illuminated.
 - e. The flag may not interfere with routine maintenance or normal traffic patterns.
 - f. The Owner accepts all responsibility for any injuries or property damage resulting from the installation of the flag.
- 4.07 A single service flag not larger than 18 inches by 32 inches that signifies the service of a resident or resident's immediate family in the active or reserve military service of the United States during a time of war or armed conflict is permitted on the inside of a window or door glass large enough to accommodate the entire flag.
- 4.08 Temporary holiday/seasonal decorations may be displayed from inside the windows, within the patio/balcony or the entryway but shall not be allowed on any other part of the common elements. The Owner accepts all responsibility for any property damage or injury associated with the installation of the decorations.
- 4.09 Holiday decorations may be displayed for not more than four weeks prior to the holiday and must be removed within two weeks following the event/holiday. Illuminated decorations may be restricted or limited, at the discretion of the Board, if they have a negative impact on the community or the rights of neighbors. ■

SECTION 5.00 MAINTENANCE RESPONSIBILITIES

- 5.01 Owners shall maintain their units and limited common areas in a clean and slightly condition at all times.
- a. Patios/balconies shall be maintained free of animal excrement or other stains and debris.
 - b. Windows and door coverings must present a uniform, color of white or light beige when seen from the outside. Damaged blinds, torn or unkempt window coverings shall be repaired or replaced by the owner. Reflective coatings are not allowed on windows.
 - c. Air conditioners or ventilation devices may not be installed in window or door openings.
 - d. No trash shall be left in the breezeways, and any stains or damage as a result are the owner's responsibility.

- 5.02 Owners are responsible for the maintenance, repair and replacement of structures, improvements and appliances located within their unit boundaries and all utilities, including plumbing, serving only the Owner's unit. Replacement of exterior doors, windows and light fixtures must be in compliance with Section 13.00, *Owner Improvements/Alterations*. When available, the original model, style or color of replacement items may be required. Owner maintenance, repair and replacement responsibilities include but are not limited to:
- a. All windows, window screens and patio/balcony doors
 - b. All floor and wall coverings including texture and paint
 - c. Interior drywall that is not part of the unit boundary
 - d. Fixtures and appliances e.g., cabinets, lights, sinks, showers, tubs, toilets, fireplace
 - e. Entry doors and hardware and storm doors
 - f. Garage doors and components
 - g. Patio/balcony light fixture
 - h. Entry doorbell
 - i. Mailbox lock and keys
 - j. Central air conditioner and furnace. Air conditioner unit shall be maintained on a level platform.
 - k. Ductwork, dryer vents and chimney flues serving one unit
 - l. Electrical switches, wiring, cables, conduits, utility boxes, utility meters serving one unit
 - m. Plumbing serving one unit. All plumbing shall be maintained leak-free.
 - n. Water supply lines. Stainless steel mesh hoses are strongly recommended on all appliances (washing machines, ice makers, toilets, and dishwashers). Owners may be found negligent and responsible for all damage resulting from failure of water supply lines that have not been replaced with burst resistant mesh hoses.
 - o. Hot water heaters. Hot water heaters have limited life expectancy and failure can result in significant damage. Owners are responsible for damage resulting from failed water heaters. It is recommended that owners maintain proof of replacement in the past 15 years and conform to current code, including installation of drip pans to avoid being found negligent.
 - p. Proof of repair. Owners must provide, upon request, documentation by a licensed, insured contractor of repair or replacement of any appliance or fixture that has failed, caused property damage or has been identified as in danger of causing property damage.
 - q. Vacant units. During periods of time when a unit is vacant, the Owner is responsible for proper winterization and on-site monitoring to minimize any risk of plumbing failure.
 - r. Pest control within the unit.
- 5.03 Owners and residents are responsible for notifying the Association Manager **immediately** of conditions that have caused or may cause damage to property or persons, i.e., water leaks, mold, rodents, bed bugs, etc. Owners may be responsible for damage that escalates due to failure to report such conditions on a timely basis.

- 5.04 Except for emergency maintenance required to prevent or contain property damage, or to restore utilities, construction and repair work shall be limited to the hours between 9:00 a.m. and 6:00 p.m. on weekdays. Work is not permitted on the Sundays or Holidays without prior written approval from the Board of Directors.
- 5.05 The Association shall be responsible for repair and/or replacement of the following common and limited common elements including, but not limited to:
- a. Exterior light fixtures and photocells adjacent to main entryways and garages
 - b. Courtyard pole lamps and photocells
 - c. Uniform unit numbers/letters above entries, on buildings and in garage windows
 - d. Exterior siding, trim and all exterior paint
 - e. Unfinished perimeter drywall of the units
 - f. Landscape plantings and irrigation system
 - g. Main water and sewer lines serving more than one unit
 - h. Roof, gutters and downspouts
 - i. Storm drainage channels
 - j. Asphalt, concrete and hardscape
 - k. Mailbox pods (except individual locks and individual mail box doors)
 - l. Signage
 - m. Fences
- 5.06 Prior to scheduled exterior maintenance by the Association, and upon notice, it is the Owner's responsibility to remove any Owner or resident-installed fixtures (e.g., satellite dishes, flower boxes, sunshades, flag holders) from the common elements, as directed. Notice of the scheduled date(s) of the work will be mailed and/or posted in the community.
- 5.07 Damage to areas maintained by the Association that are the result of resident, guest or contractor abuse, misconduct, neglect or that arise from owner modifications or improvements shall be repaired by the Association at the expense of the Owner. Such expense for repair may be in addition to any fine assessed. ■

SECTION 6.00 CLUBHOUSE AND FITNESS CENTER

- 6.01 The clubhouse and facilities are for residents use only. A resident may extend guest privileges to a maximum of four (4) visitors per unit for any one day and shall accompany such visitor(s) at all times.
- 6.02 Use of the Fitness Center facilities is at your own risk. No attendance or supervision of any kind is provided. Balterra and the management company are not responsible for accidents or injuries related in any manner to the use of these facilities.
- 6.03 Please read posted instructions before using exercise equipment. If you do not understand the instructions, do not use the equipment.

- 6.04 Use of equipment is on a first-come, first-serve basis, therefore please be considerate and limit your time on the equipment and wipe down any equipment after each use.
- 6.05 Please notify the management company immediately of any equipment problems and do not use any equipment that is not working properly.
- 6.06 Residents may reserve the Community Room located in the clubhouse for social or business functions subject to the terms and restrictions outlined in the Clubhouse Rental Agreement. The pool and remaining clubhouse areas are not available to rent for private use. Please contact the management company for additional information. Requests for reservations should be made at least two weeks in advance.
- 6.07 Violations of clubhouse and/or pool rules may result in loss of clubhouse and/or pool privileges.

**SECTION 7.00
POOL AND SPA**

- 7.01 Pool hours will be posted at the pool and subject to change by the Board of Directors.
- 7.02 A lifeguard is NOT on duty. All persons swim at their own risk.
- 7.03 Balterra residents must have their key fob to enter the pool area. Replacement key fobs are available from the management company for a fee. Pool gates must be kept locked at all times and may not be propped open.
- 7.04 Each Balterra household is permitted to bring up to four (4) guests per day but Owner/resident must always be present.
- 7.05 Proper swimming attire is required. Only swimwear is allowed, no cutoffs, etc. Children not toilet trained and incontinent adults must use waterproof pants at all times while in the pool area and in the swimming pool.
- 7.06 No running, jumping, pushing, dunking, splitting, undue splashing, yelling, obscene language or rough play is permitted in the pool area.
- 7.07 Persons fourteen (14) and under must be accompanied by an adult, eighteen (18) years or older, to enter the swimming pool area.
- 7.08 Use of the spa should be limited to fifteen (15) minutes, since long exposure may result in nausea, dizziness or fainting. Use by persons under fourteen (14) is prohibited unless accompanied by an adult, eighteen (18) years or older. Elderly persons, pregnant women and those with health conditions requiring medical care should consult a physician before

entering the spa. Hot water immersion while under the influence of alcohol, drugs or medicines may lead to serious consequences and is not recommended.

- 7.09 Small floating toys, rafts, rings, tubes or boards are allowed in the pool if not detrimental to safety. **ANY PERSON UNABLE TO SWIM MUST BE IN DIRECT CONTACT WITH AN ADULT IN THE WATER WHEN USING FLOATATION DEVICES.** Large rafts, boats, etc. are not allowed in the pool at any time. Hard balls, such as tennis balls, may not be brought into the pool area as they can clog the filters.
- 7.10 Animals are not allowed in the pool area or to be left tethered outside unattended at any time.
- 7.11 Food is not permitted in or near the swimming pool and Hot Tub. Trash must be disposed of in waste receptacles.
- 7.12 Owners shall be responsible for damage to property of the Association caused by themselves, their residents, family and/or guests.
- 7.13 Radios or other transmitting devices must be played so as not to be offensive to others. Headphones are encouraged.
- 7.14 Bicycles, skateboards, roller blades, etc. are not allowed in the pool area.
- 7.15 Smoking and/or tobacco products are not permitted in the pool area.
- 7.16 No alcoholic beverages or glass containers are permitted in the pool area.
- 7.17 Chewing gum is not permitted in the pool area.

**SECTION 8.00
PETS**

- 8.01 No animals, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in or on the Units or Garage units; provided however, that the Owners of each Unit may keep a reasonable number of dogs, cats, or other domestic animals which are bona fide household pets in or on a Unit only, so long as such pets are not kept for any commercial purpose and are not kept in such a manner as to create a nuisance to any resident of the Units.
- 8.02 Each unit shall be permitted a maximum of two household pets. No pets beyond two may be maintained in a unit.
- 8.03 Pets shall be kept in accordance with the City of Aurora regulations and ordinances. Wild or dangerous animals and vicious dogs are prohibited.

- 8.04 All pets shall be on a hand held leash and under the control of their owner/caregiver whenever they are outside of the unit. Pets shall not be allowed to run free at any time or interfere with the rights, comfort or convenience of other residents.
- 8.05 Pets may not be left unattended on any patio/balcony, or unattended, tethered, or caged on any other part of the common elements.
- 8.06 Garage Units, balconies, terraces and patios shall not be used for the purpose of confining or keeping household pets overnight or during periods when the Owner or Occupant is not at home.
- 8.07 Nuisance barking is prohibited.
- 8.08 Pet excrement shall be picked up immediately and disposed of in a sanitary manner.
- 8.09 Balconies and patios must be kept free of pet excrement and odors. Litter boxes and pet shelters are not allowed on balconies or patios.
- 8.10 Any damage to common areas and to the property of others by pets associated with the unit shall be repaired at the expense of the unit Owner. ■

**SECTION 9.00
PARKING / MOTOR VEHICLES**

- 9.01 Owners are responsible for ensuring that all guests, family members, tenants, agents, vendors and invitees observe all parking regulations and all posted parking signs.
- 9.02 Fire lanes must be kept clear at all times.
- 9.03 Vehicle parking is permitted only
 - a. Within a unit's garage; or,
 - b. Within marked common parking spaces.
- 9.04 Common parking spaces, including handicap spaces, shall be limited to use as motor vehicle parking for residents, visitors, invitees, agents, contractors, and vendors. Any other use is prohibited. Motor vehicles shall be defined as self-propelled vehicles that can operate safely and lawfully on Colorado highways.
- 9.05 No vehicle shall remain more than an uninterrupted period of 2 week in a common parking space unless authorized in writing by the Board. The intent of this rule is that common parking spaces may not be used to store vehicles; therefore, the relocating of a vehicle to another common parking space to avoid this time constraint is not permitted.

- 9.06 No abandoned or inoperable vehicles of any kind shall be stored or parked within the community unless parked or stored within a garage. Vehicles determined to be abandoned or inoperable may be towed at the vehicle owner's expense provided the vehicle is not removed within 72 hours after notice is placed on the vehicle.
- a. Abandoned vehicle shall mean any vehicle left unattended in common parking in excess of 2 week without prior written permission of the Board.
 - b. Inoperable vehicle shall mean any motor vehicle or trailer that does not have a current license plate and validation sticker lawfully affixed thereto or that is apparently inoperable due to being wrecked, dismantled or partially dismantled or having essential parts missing or broken, including flat tire(s).
- 9.07 No house trailer, camping trailer, boat trailer, hauling trailer, boat, or accessories thereto, truck (rated larger than one ton), self-contained motorized recreational vehicle, or other type or recreational vehicle or equipment, nor any commercial vehicle, may be parked or stored in the Community unless such parking or storage is wholly within a Garage unit or is in any area(s), if any, designated from time to time by the Board of Directors, except that any such vehicle may be otherwise parked as a temporary expedient for loading, delivery or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles which are necessary for construction or for the maintenance of the Units, Common Elements, other property, or any Improvements, and shall not restrict motor vehicles meeting the requirements of Section 38-33.3-106.5 of the Act (fire and emergency service vehicles).
- 9.08 **Vehicles parked in the following locations may be towed immediately at the vehicle owner's expense.** Towing company contact information is posted around the community.
- a. Unattended vehicles in a fire lane;
 - b. Unauthorized vehicles parked in front of a Garage Unit;
 - c. Vehicles obstructing Association maintenance provided notice of parking restrictions is delivered and/or posted 72 hours prior to the scheduled maintenance work.
- 9.09 All vehicles must comply with the posted speed limit and must not contribute to excessive noise attributed to enhanced engine, muffler or exhaust systems.
- 9.10 No vehicle maintenance or servicing of any kind may be conducted outside the garages with the exception of minor repair work required in emergency cases only. Vehicle washing is not permitted on the property.
- 9.11 Garages may not be altered or used in any manner that would hinder or preclude the original design as vehicle storage.
- 9.12 Owners shall keep the garage door at their unit closed as frequently as possible such that the visual effect of open garage doors are avoided and the contents therein are concealed from view, all for the purpose of preserving the value and appearance of the community.
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**SECTION 10.00
TRASH REMOVAL**

- 10.01 Trash must be kept inside the Unit until it is placed in a dumpster for disposal. Residents are not permitted to place trash in the entryway, common stairwells or on the patio/balconies at any time.
- 10.02 All trash must be securely bagged and put INTO the dumpsters as the Association is billed extra for any items left alongside the containers.
- 10.03 No large items, to include remodeling debris, mattresses, furniture, appliances or electronics, are to be put in or placed at the dumpsters or enclosures. Residents are responsible for the removal of these items at their own expense. Any additional expense incurred by the Association for the removal of said items will be assessed to the Owner in addition to fines per the Association's Covenant Enforcement Policy. ■

**SECTION 11.00
USE OF COMMON AREAS**

- 11.01 Nothing shall be altered on, constructed in, or removed from the common elements without prior written approval of the Board. Littering of the common area is prohibited.
- 11.02 No part of the common elements may be used for storage of personal items (e.g., planters, bicycles, toys, trash containers and cleaning equipment), used for drying areas/clotheslines or obstructed in any way.
- 11.03 The Board, at its discretion, may restrict any activity including certain recreational activities on the common elements that violate the provisions of Sections 2.04 or 2.05 herein.
- 11.04 The cost to repair damage to common elements resulting from abuse or inappropriate use by Owners, residents or invitees shall be the responsibility of the Owner.
- 11.05 Sidewalks are intended for pedestrian use. Toys or equipment such as tricycles, wagons and carriages may be used on sidewalks but must yield to pedestrians. No motorized equipment, skateboards, bicycles, roller blades/skates or scooters are allowed on sidewalks or landscaped areas.
- 11.06 Feeding or any practice that attracts wild animals is prohibited anywhere in the community. ■

SECTION 12.00
BALCONIES / PATIOS / ENTRYWAYS & STAIRWELLS

- 12.01 Balconies and patios must be maintained in a manner that ensures a clean and slightly appearance in the community. Rugs, towels, laundry, etc. may not be hung on balcony/patio railings.
- 12.02 Furnishings allowed on patios and balconies are limited to:
- a. Patio furniture that is designed strictly for outdoor use, is weather resistant and in good repair. The use of trash bags, polyurethane sheeting or improvised covers for patio furnishings is not permitted.
 - b. Barbeque grills as permitted by the International Fire Code adopted by the City of Aurora (see Appendix A).
 - c. Planters and installations approved by the Board of Directors.
- 12.03 Items not permitted on balconies/patios include, but are not limited to, fire pits, charcoal grills, hot tubs, rubbish, clotheslines, litter boxes, pet shelters, indoor furniture, household appliances, cleaned equipment and machinery. Balconies/patios may not be used for any type of storage including such items as building materials, boxes, plant containers not in use, tools, sports/recreational equipment and toys.
- 12.04 Bird feeders and birdbaths are strictly prohibited in the community.
- 12.05 Patio furnishings that create sound, odor, light or debris that are offensive to neighbors, or that, as determined by the Board, detract from the uniformity and visual harmony of the community are not allowed.
- 12.06 Planters with non-edible plants are permitted on balconies/patios provided they do not create a safety hazard, watering nuisance for neighbors or damage to property. Containers must be removed from sight and from all common areas when plants are dead or dormant. Care must be taken to protect railing caps, concrete and deck surfaces from water damage. Any damage resulting from watering or use of planters is the sole responsibility of the Owner.
- 12.07 Residents are not permitted to hang, erect, affix, or place anything upon any of the Units, which would or might create an unsightly appearance.
- 12.08 All entryways must be kept clear of personal items. Residents are not permitted to store any items around or under the common stairwells or near the fire extinguishers located in the exterior hallways. Any items left in these area may be disposed of by the Association at the Owner's expense.

SECTION 13.00
OWNER IMPROVEMENTS / ALTERATIONS

13.01 **No structural alterations to any unit or any limited common or common elements, including landscaping shall be commenced or conducted by any Owner, without the PRIOR written approval of the Board.**

- a. All requests for structural alterations shall be in writing, include a detailed description and diagram/picture of the proposed changes, be signed by the Owner, and submitted to the Board. The *Architectural Committee (AC) Improvement Request Form* is available from the Association's management company. Upon receipt of a completed *Improvement Request Form*, the Board or its designated representatives shall review the request and respond to the Owner in writing within 45 days. The Owner shall obtain and submit to the Board necessary City/County building permits prior to commencement of any work. Consideration, at a minimum, is given to the following during the review process:
- 1) Improvements will not detract from appearance and harmony of community;
 - 2) Upkeep and maintenance of the improvement will not be a burden on the Association;
 - 3) Improvement will not have an adverse impact on integrity or structure of the unit or common elements;
 - 4) Improvement will not increase the costs to the Association for utility service.
- b. The Owner shall be responsible for:
- 1) The quality and integrity of work associated with the modification, including compliance with applicable codes and regulations;
 - 2) Any damage or property loss to any unit or common elements associated with the modification;
 - 3) Structural safety or engineering soundness of any improvement or approved modification;
 - 4) The full cost of repairs for damages, cleaning or maintenance necessary as a result of the modification;
 - 5) Completion of work by date submitted unless an extension is requested and approved by Board;
 - 6) Upon request, allow access to the Board or its agent to conduct a visual inspection during and/or after the completion of the work. Refusal by Owner to allow access to unit shall result in withdrawal of approval;
 - 7) Verifying that contractors have proper insurance in place to cover any claims arising out of the proposed work. In the event there is no insurance coverage for a loss, the owner assumes full responsibility for the cost of the damages;
 - 8) The cost of any consultants that might be required to assist the Board in evaluating the request for modification.

13.02 Any project, exterior modification, or other act in violation of these standards may be subject to fines and may require corrective action to bring the violation into immediate or future compliance with these standards.

- 13.03 Any improvement or exterior modification which was completed prior to the adoption of these Rules and Regulations and which was in compliance with the Rules and Regulations at the time of installation shall not be construed as setting a precedent and will require written approval of the Board prior to any repairs or modifications to the improvement.
- 13.04 The following installation are pre-approved and may be installed without separate approval from the Board to the extent they comply fully with the following policies:
- a. ***Policy on Satellite Receiver Dishes/Antennas*** (see Appendix B)

SECTION 14.00 COVENANT ENFORCEMENT

The ***Covenant Enforcement Policy*** adopted by resolution of the Board, establishes a system of steps and penalties to ensure each owner receives due process before any fine or other penalty is imposed, and to encourage voluntary compliance with the Declaration, Bylaws and Rules and Regulations of the Association. A copy may be obtained on the Association's website or through the management company. If the violator is not a unit Owner, the Owner will be provided with all correspondence pertaining to the violation and any ensuing penalties and hearing. The unit Owner is ultimately responsible for all fines in addition to any expenses incurred by the Association in the repair or removal of a violation. Unpaid fines shall result in a lien against the unit and any other collection action the Board may deem necessary, including the reimbursement of legal expenses. ■



APPENDIX A

Fire Department

15151 E Alameda Parkway
Aurora Colorado 80012
303-326-8999
Fax: 303-326-8986

To Whom It May Concern:

On June 21, 2004 the Aurora City Council voted to adopt the International Fire Code (IFC). The International Fire Code is very similar to the previously enforced Uniform Fire Code. One of the major issues that the new code addresses is the restriction of open flame cooking devices (Bar-BQ grills) on combustible balconies in multi-family occupancies.

This has always been an issue of public safety for the community, but the previous code failed to address it specifically. Locally and nationally, fire personnel have responded to numerous emergencies generated by the presence and use of various cooking appliances on balconies. LP-gas (propane) and charcoal can have inherent safety issues that are compounded by their use in close proximity of combustible construction and living quarters. These safety issues are obviously magnified in a multi-family structure where the structural components are shared throughout the building. You and your neighbors are much more susceptible to mishaps that may result in a fire or carbon monoxide production when residing in a multi-family dwelling.

The International Fire Code specifically exempts R-3 residential and single family attached residences from the restrictions for operating a barbeque on a balcony or combustible deck. While multi-family R-1 and R-2 residences restrict charcoal burners and other open flame cooking devices on combustible balconies or within 10 feet of combustible construction the building classification is the determining factor.

Unfortunately, the determination of a residence's building classification cannot always be established by appearance alone. The general features of a specific address may or may not be indicative of a multi-family versus an R-3 / single family attached occupancy classification. I would recommend that you contact the Aurora Building Department at (303) 739-7420 for clarification of the building classifications for your residential property within the city of Aurora.

As always, the Aurora Fire Department encourages the residents of Aurora to make an effort to keep themselves and their neighbors safe. Alternative options for Bar-BQ grills include one of the many electric styles on the market, providing adequate safety is exercised regarding the power source. The specific section of the code that addresses this issue is available for review.

2009 International Fire Code

SECTION 308:

OPEN FLAMES

308.1.4 Open-flame cooking devices.

Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings. (R-3 residential and single family attached)
2. Where buildings, balconies and decks are protected by an automatic sprinkler system.
3. LP-gas burners having an LP-gas container with a water capacity not greater than 2.5 pounds [nominal 1 pound (0.454 kg) LP-gas capacity].

Sincerely,

Steve Beumer
Assistant Fire Marshal

IMPORTANT NOTICE:

Section 101.3 Intent.

The purpose of this code is to establish the minimum requirements consistent with nationally recognized good practices.

This code in no way prevents Home Owners Associations, Management Companies, and / or other responsible regulatory entities from establishing more stringent interpretations of these code requirements. It is also the responsibility of these aforementioned entities to enforce those more stringent interpretations within their respective organizations.

APPENDIX B

POLICY ON SATELLITE RECEIVER DISHES / ANTENNAS Balterra Condominium Association

This *Policy on Satellite Receiver Dishes/Antennas* (“the Policy”) is adopted by the Board of Directors of the Balterra Condominium Association to promote safety of the residents, preserve and protect the values of the property consistent with the Governing Documents of the Association and the FCC rules on consumer-owned satellite dish antennas. The following Policy shall govern the installation and maintenance of satellite receiver dishes and antennas within the Balterra community.

I. NOTIFICATION REQUIRED

Any Owner desiring to install a dish/antenna must complete the *Notification of Intent to Install Receiver Dish/Antenna* form and submit it to the Board of Directors **prior** to installation of the antenna. **If** the installation complies with **all** the following restrictions, installation may begin upon submission of the fully completed Notification form on page three of this Policy.

II. SATELLITE DISH/ANTENNAS

Installation of direct broadcast satellite (DBS) larger than one meter (39”) in diameter and all dish/antennas not covered by the FCC rule are prohibited. For the purpose of these rules, “dish/antenna” shall include components and all other accessories needed for proper installation, e.g. masts, poles, brackets, conduits, cable or wiring.

III. LOCATION

- A. Dish/antenna installation must be installed solely within the physical boundaries of the Owner’s unit or limited common elements, specifically the patio or balcony. Notwithstanding III (C.) herein, no other installations of satellite receiver dishes/antennas are permitted in the community. Installation of dish/antenna on any part of the roof, siding or trim, or landscaped areas is strictly prohibited.
- B. The orientation of some balconies/patios may prohibit the reception satellite broadcast signals even if a dish is installed. **Prior to installation it is the Owner’s responsibility to consult an insured, qualified and reputable company to determine if an adequate signal can be received from within the boundaries of the patio or balcony.**
- C. The Board of Directors has determined to grandfather those antenna/dish installations completed as approved prior to March 21, 2019. Said installations should **not** be construed as setting a precedent. Grandfathered antenna/dish installations shall be brought into compliance with this Policy at such time as:
 1. The grandfathered dish/antenna is replaced or repositioned;
 2. The tenant vacates the unit; or
 3. The unit is under contract for sale and prior to closing.

IV. INSTALLATION

- A. Dish/antenna installations shall be completed by a qualified and properly insured installer. Installations must comply with manufacturer's specifications and all applicable codes. The dish/antenna must be secured such that it does not jeopardize the safety of residents or in any way impair the integrity of the building.
- B. **It is the responsibility of the Owner to contact the Association Manager for inspection within five (5) days of completed installation.**
- C. Antennas/dishes shall be installed no higher or more visibly than is necessary for reception of an acceptable quality signal.
- D. Any attachment of dish/antennas shall be with the use of clamps only on the inside of the picket railing of the Owner's balcony/patio.
- E. The cable may penetrate the exterior wall on the patio/balcony but must be drip-looped and grommeted at the penetration point to prevent structural damage.
- F. A dish/antenna shall have no more than one cable with a single point of entry into the unit. Multiple outlets within a unit must be wired from within the unit.
- G. Cables shall enter the unit at the lowest practical location so as to be minimally visible from outside the patio/balcony.
- H. Cables must be properly secured to the inside of the patio or balcony and screened from view as much as possible.
- I. The Owner is prohibited from making physical modification to the premises including, but not limited to doors, windows and landscaping that is not specifically allowed in this Policy.
- J. The dish/antenna and any visible components may be required to be painted to match the color of the structure to which it is installed

V. MAINTENANCE

The Owner shall have the sole responsibility for maintaining the dish/antenna and all related equipment. The Association may require the temporary removal of the dish/antenna at the Owner's expense, if, in the judgment of the Board of Directors, removal is necessary to make repairs to the building.

VI. LIABILITY OF OWNERS.

THE ASSOCIATION ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY OWNER'S DISH/ANTENNA. While the dish/antenna remains installed, the Owner shall have sufficient and proper insurance to cover any losses caused by the presence of said dish/antenna.

VII. ENFORCEMENT

Any antenna/dish installation or upgrade not in compliance with this Policy may result in a fine against the Owner pursuant to the Association's Covenant Enforcement Policy, removal of the dish and such further action, legal or otherwise, as permitted by the Governing Documents or statute including attorney fees and all costs and expenses incurred in the enforcement of this Policy.

VIII. MISCELLANEOUS

- A. If any of these provisions are ruled invalid, the remaining provisions shall remain in full force and effect.
- B. The Board of Directors may amend this Policy from time to time as it deems necessary.
- C. To the extent that this Policy conflicts with any prior existing rule, restriction or architectural guideline, the Policy is controlling.

APPENDIX B



NOTIFICATION OF INTENT TO INSTALL RECEIVER DISH OR ANTENNA

DATE RECEIVED: _____

Return to: Balterra Condominium Association
 C/o Colorado Property Management Group, Inc. Phone: 303-671-6402
 2620 S. Parker Rd., Suite 105 Fax: 303-671-6430
 Aurora, CO 80014

Homeowner Name: _____ Phone (H): _____

Balterra Address: _____ Phone (W): _____

Mailing Address (if different): _____

Resident Name: _____

1. **Type** of satellite dish/antenna to be installed (check any that apply).
 - DBS satellite dish 1 meter or smaller.
 - MMDS antenna (wireless cable)
 - TBS (Television antenna)
 - Other antenna allowed by FCC rule _____
3. Retailer or service provider : _____
4. Dish/antenna to be installed by : _____
5. On the back of this page please indicate the following:
 - a) The proposed location of the dish/antenna inside the balcony/patio (picture or diagram)
 - b) The proposed location and insertion point of the cabling
6. If the proposed dish/antenna installation meets *all* requirements of the Association’s *Policy on Satellite Receiver Dish/Antennas*, installation may begin upon submission of this fully completed form to the Association Manager at the address above. Any installation that is not in compliance with all requirements of the Policy will be subject to removal at the Owner’s expense.
7. I acknowledge that I have read, understand and agree to comply with the Association’s *Policy on Satellite Receiver Dish/Antennas*. **I understand that it is my responsibility to inform the installer of all installation requirements.** The proposed installation, maintenance and removal will be in accordance with the *Policy on Satellite Receiver Dish/Antennas*. I agree to be held liable for any damage to property, or injury to any person arising out of the dish/antenna.

Unit Owner’s Signature: _____ Date: _____

Resident’s Signature: _____ Date: _____
8. Inspected by: _____ Date: _____