



**SECOND TIMBERS
CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
RESIDENT HANDBOOK**

A covenant controlled community

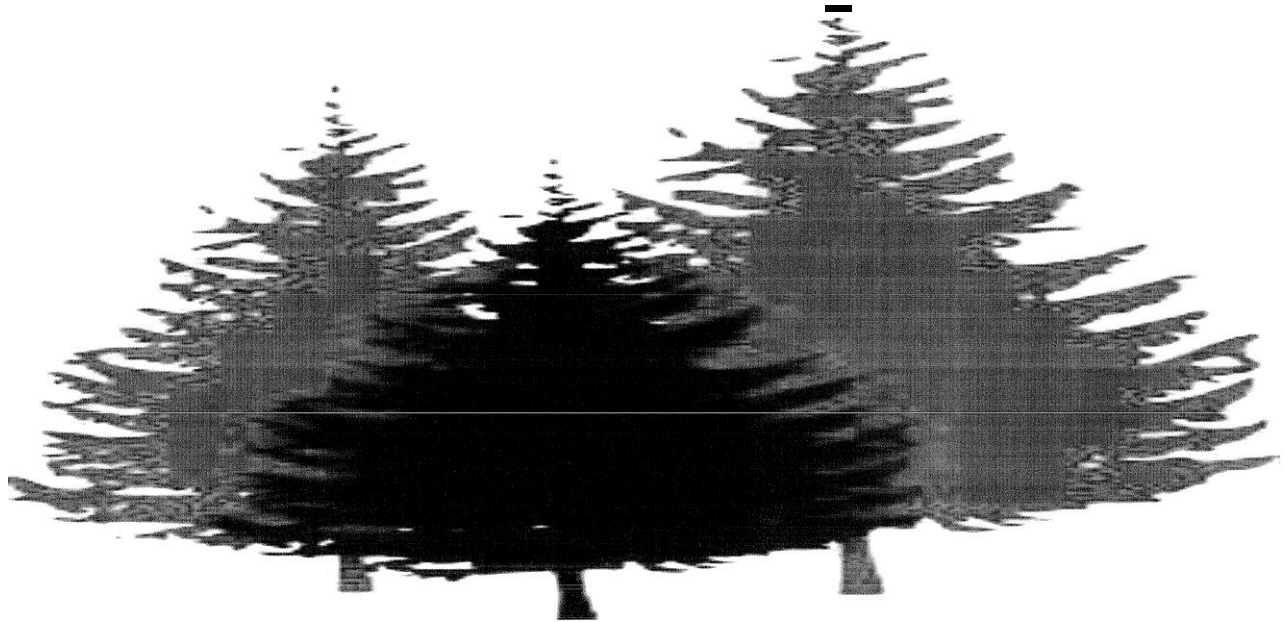


TABLE OF CONTENTS:

Revised in 2015

WELCOME TO SECOND TIMBERS	PAGE3
<u>Section 1</u> : MONTHLY ASSESSMENTS	PAGE4
<u>Section 2</u> : INDIVIDUAL HOMEOWNER'S INSURANCE	PAGE4
<u>Section 3</u> : GENERAL & MISCELLANEOUS	PAGE4-5
<u>Section 4</u> : UNIT RENTAL	PAGE 5-6
<u>Section 5</u> : MAINTENANCE	PAGE6
<u>Section 6</u> : USE OF COMMON AREA	PAGE 6-7
<u>Section 7</u> : FIRE SAFETY	PAGE7
<u>Section 8</u> : LANDSCAPING	PAGE7
<u>Section 9</u> : TRASH & DISPOSAL	PAGE 7-S
<u>Section 10</u> : MAIL & MAILBOXES	PAGES
<u>Section 11</u> : NUISANCES & NOXIOUS BEHAVIOR	PAGES

<u>Section 12</u> : PATIOS & BALCONIES	PAGE 8-9
<u>Section 13</u> : VEHICLES, PARKING & CARPORTS	PAGE 9-10
<u>Section 14</u> : PET REGULATIONS	PAGE 11
Section 15: ARCHITECTURAL CONTROL & EXTERIOR MODIFICATION	PAGE 11-12
<u>Section 16</u> : SATELLITE DISH & CABLE INSTALLATION	PAGE12
<u>Section 17</u> : SWIMMING POOL FACILITY	PAGE 12
<u>Section 18</u> : WINDOWS & DOORS	PAGE13
<u>Section 19</u> : SIGNS & ADVERTISING	PAGE13
<u>Section 20</u> : PROCEDURE FOR FILING COMPLAINTS	PAGE14
<u>Section 21</u> : COVENANT ENFORCEMENT	PAGE14-15
<u>Section 22</u> : GENERAL PROVISIONS	PAGE 15-16
<u>Section 23</u> : NOTIFICATION OF CHANGES	PAGE16
BOARD OF DIRECTORS CERTIFICATION	PAGE16

SECOND TIMBERS CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

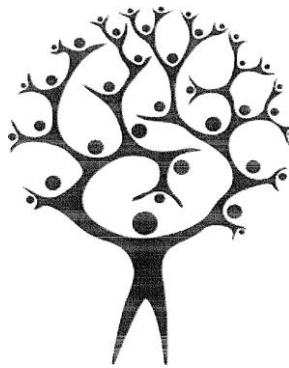
The Rules and Regulations of the Second Timbers Condominium Association (hereinafter referred to as "Association") are established by the Second Timbers Condominium Association Board of Directors (hereinafter referred to as "Board") per Article VIII, Section 8.4 of the Association Bylaws, and Article Vi, Section 6.5 of the Association Declaration, in order to allow being an owner or resident of the Second Timbers Condominium Association a pleasant experience.

Second Timbers is comprised of unit owners who share equally in the expenses and responsibilities of the community. The common interest of all who have invested in the community is to maintain the highest quality of life for all residents and to maintain the value of the property.

This guide contains the Rules and Regulations that govern the Association. They apply to ALL residents of the Association, owners and non-owners alike, and their guests, and compliance is not only expected but required.

These Rules and Regulations shall be enforced by the Board of Directors which is comprised of up to 5 (five) homeowners.

The Board encourages all residents of Second Timbers to become involved in the community. Residents are encouraged to attend the Board meetings and the Annual Meeting of Homeowners to provide input and suggestions for the betterment of the community. Active resident participation helps your Association to be responsive to the needs and desires of the community. Not only does this help ensure your Second Timbers condominium as a sound investment, but also ensures pleasant and enjoyable life in the community. Your voice is important to the community.



1. MONTHLY ASSESSMENTS

- 1.1 Each owner of the Association pays a monthly HOA fee to cover maintenance of the common areas, water and sewer fees, maintenance of building exteriors, trash collection fees, grounds maintenance and snow removal, maintenance of community sidewalks and parking areas, obtaining the master insurance policy, legal fees, accounting fees, management company fees, office supplies, printing/copy costs, postage and reserves for future projects/repairs.
- 1.2 All monthly fees are due and payable on the first day of each month. Balances not paid within 15 (fifteen) days of the due date will receive a late fee of \$10.00. Assessments that are not paid by the end of each month will also receive an interest fee charged at the rate of 10% per annum. Prompt communication with the Association's managing agent is essential if you anticipate having issues with paying monthly assessments on time. Failure to communicate with the Association may result in owner accounts being sent to the HOA's attorney for collections after an assessment is 30 (thirty) days past-due. Please refer to the Association's Collection Policy for more information regarding the collection of delinquent dues.

2. INDIVIDUAL HOMEOWNER'S INSURANCE

- 2.1 Article VIII, Section 8.10 of the Association Declaration requires each individual homeowner to obtain insurance coverage at their own expense on furnishings and other items of personal property, together with casualty and public liability insurance coverage within each unit. Such

policy should contain complete comprehensive contents coverage including carpet, draperies, oven, range, refrigerator and disposal as well as upgrades or additions to fixtures or original constructions, and liability coverage for the owner. Owner's coverage should provide for payment of the owner's responsibility to pay any or all of the deductible amount under the Association's insurance policy and guidelines. Owner's are encouraged to name the Association as an additional insured and provide the Association with a 30 (thirty) day Notice of Cancellation.

- 2.2 Any insurance policy an owner obtains must contain provisions such that the liability of the carriers issuing insurance obtained by the Association cannot be affected or diminished by the individual's insurance.
- 2.3 Note: In the absence of negligence on the part of the Association, there is never coverage under the Association's policies for owner's personal property, furnishings, upgraded or additional fixtures or for lodging while the premises is being repaired or restored.
- 2.4 Please refer to the Association's Declaration and Insurance Guidelines for further details.

3. GENERAL & MISCELLANEOUS

- 3.1 The provisions of these rules shall be in addition and supplemental to the Association Declarations and Bylaws. In case of document conflict, the Declarations are controlling.
- 3.2 Owners are responsible for advising and providing a copy of all rules and regulations to their tenants and guests. Each owner is responsible for the actions of his/her guests, tenants, licensees and invitees. Any fine resulting from a violation by guests, tenants, licensees or invitees is levied against the unit owner.
- 3.3 Owners are responsible for any damage or infractions committed by their guests, tenants, licensees or invitees to common elements and limited common elements and parents are responsible for infractions committed by their children.
- 3.4 For safety reasons, no resident or their guest(s) shall play on black top areas where vehicles are driven/parked, near dumpster enclosures, on stairways or in the pool area when closed.
- 3.5 The Association is not responsible for violent/criminal acts committed by any person admitted to any unit by an owner, resident or owner /resident's guest(s). Suspicious and/or criminal activity should be reported to the Aurora Police Department immediately.
- 3.6 Holiday and seasonal decorations are permitted provided they are not displayed earlier than 30 (thirty) days prior to any given holiday and that they are taken down within 30 (thirty) days following the holiday. Holiday/seasonal decorations may be displayed on the inside of the unit windows, but not outside of the unit. No damage or permanent attachment of holiday and/or seasonal decorations to the exterior structure of the building is permitted.
- 3.7 Garments, rugs, clothing and other household items may not be hung from windows, patios, balconies, railings or any other portion of the property.
- 3.8 Wall mounted, window mounted or any other sleeve-type air conditioning units are not permitted. Rooftop air conditioning units are the responsibility of the homeowner and must be properly maintained and kept in good condition at all times. The Board of Directors may, at any time, require specific changes and/or alterations to the manner in which the roof top air conditioning units are installed, the cost of which will be the responsibility of the homeowner. Owners who wish to gain access to the roof to service or install air conditioning units must contact the Association or its managing agent to obtain permission and sign a contract to obtain the key for rooftop access.
- 3.9 Exterior light fixtures are maintained by the Association and cannot be tampered with. If a light is in need of repair, please report this to the Association's managing agent for attention.

- 3.10** No flammable, combustible or explosive fluids, chemicals or substances may be kept on the property except those required for normal household/automotive use.
- 3.11** No solicitation or distribution of printed materials such as fliers, handbills, leaflets, etc. is permitted in the community with the exception of HOA generated documentation.
- 3.12** Nothing shall prohibit proper display of the official flag of the United States of America.
- 3.13** No exterior lights, wiring, cables, stereo speakers, etc. which pertain to cable/internet, satellite, electrical and telephone services may be installed or hung on the exterior of the buildings/units. No holes may protrude through the walls or the roof of the buildings/units.
- 3.14** Owners are responsible for proper winterization of vacant units. Contact the Association or its managing agent for assistance in locating proper shut-off valves. During cold weather, take all necessary precautions to prevent pipes from freezing such as keeping thermostats on to at least 60 (sixty) degrees, leaving faucets on a slow drip, leaving cabinets containing pipes open when you are away and keeping doors and windows closed.

4. UNIT RENTAL

- 4.1** The owner of a rental unit who is using the services of an agent or property management company to manage the unit must notify the Association in writing of the name, address and telephone number of the agent/management company. The rental unit's owner must also notify the Association of any change of their registered property management company.
- 4.2** The Association requires that homeowners renting their condominium unit keep a current copy of the rental lease agreement on file with the HOA and its managing agent at all times. Failure to file a copy of the lease agreement with the Association will result in fines. All owners with rental units must provide the Association with sufficient tenant information including tenant name and phone number. Please refer to the Association's Resolution Regarding Records and Enforcement for Rental Lease Documentation for further detail.
- 4.3** No owner may lease their condominium unit for hotel or transient purposes.
- 4.4** Off-site owners whose units are vacant must notify the Association of a valid off-site address to which owner correspondences can be mailed.
- 4.5** The owner of a rental unit or their rental agent shall supply each tenant with a copy of the Second Timbers Condominium Rules and Regulations.
- 4.6** Unit owners are liable and responsible to the Association for any and all violations and infractions of the established Association Rules, Regulations and Declarations by their guests, invitees, tenants, family members and pets. Owners are also financially responsible for any and all damages caused by their guests, invitees, tenants, family members and pets.

5. MAINTENANCE

- 5.1** Pursuant to Article VI, Section 6.1 of the Declaration, the Association is responsible for the exclusive management, control, maintenance, repair, replacement and improvement of the Common Elements (defined in Article I, Section 1.10 of the Declaration) including facilities, furnishings and equipment related thereto, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.
- 5.2** Pursuant to Article VI, Section 6.1 of the Declaration, owners are responsible for keeping the Limited Common Elements (defined in Article I, Section 1.12 of the Declaration) designated for use in connection with the unit in good, clean, attractive and sanitary condition including the balcony/patios, fireplaces, utility, heating, air conditioning and hot water heating equipment

and carports. Carports must be kept free of trash, debris and unapproved items such as batteries, tires, boxes, furniture, etc.

- 5.3 No resident shall allow trash cans, supplies or other articles to be placed in exterior front entry areas and/or stairwells at any time. Doing so constitutes a fire hazard, potentially prohibiting emergency personnel from having clear access to respond to an emergency.

6. USE OF COMMON AREAS

- 6.1 No sport/recreational equipment, lumber or other construction material, trash/debris, trash cans, pet carriers or litter boxes, cardboard boxes, plastic containers, bottles, cans, machinery or appliances shall be permitted to remain exposed upon or within any unit so that the same are visible from any neighboring unit, street, walkway or the courtyard.
- 6.2 No person shall obstruct any part of the project common areas including but not limited to sidewalks, parking lots, stairwells or the courtyard or use them for any purpose other than ingress and egress to and from the units.
- 6.3 Walkways, parking lots and stairwells shall not be used as a play area for children, nor shall baby carriages, bicycles or similar articles be stored in those areas.
- 6.4 No motorized vehicles shall be used upon the walkways, landscape areas or any other portion of the property except the parking lots and surrounding streets without prior written consent from the Board of Directors.
- 6.5 No portion of the common area shall be used to store any property of the owners without written consent from the Board of Directors.
- 6.6 Equipment or items left outside of a unit in or on any common area of the community are considered abandoned or unauthorized and may be disposed of immediately.
- 6.7 Residents and their guests are not permitted to loiter in the streets, parking areas, stairwells or any other portion of the common elements.
- 6.8 Littering and disposing of trash and/or debris onto the common elements is prohibited, including food waste and cigarette butts. Violators will be fined.

7. FIRE SAFETY: CITY OF AURORA INTERNATIONAL FIRE CODE ENCLOSED

- 7.1 Pursuant to the Aurora adoption of the International Fire Code, charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 (ten) feet of combustible construction, with the exception of LP-gas burners having an LP-gas container not greater than 2.5 liquid pounds (nominal 1 pound [0.454kg] LP-gas capacity). Failure to comply with the Aurora adoption of the International Fire Code is subject to fines levied by the Association and the city of Aurora Fire Department. 1(one) outdoor barbecue grill is permitted provided that it remains in compliance with the city of Aurora Fire Code.
- 7.2 No fireworks or firearms may be discharged in or on any part of the property.
- 7.3 No flammable, combustible or explosive fluids, chemicals or substances may be stored in units, on patios/balconies or in carports at any time.
- 7.4 Removal, disconnection or interference in any way with any part of the fire prevention system in the community will result in a fine at the Board's discretion. The Aurora Fire Department will also be notified and asked to take action pursuant to city ordinance and/or fire code violation. Anyone witnessing tampering of the system should report the person to the Association or its managing agent and notify the Aurora Fire Dept.

8. LANDSCAPING

- 8.1** Landscaping in the community common areas including shrubs and trees *cannot* be altered or tampered with in any way. Planting or making changes to the common area landscaping outside of the ground level units is not permitted *unless* approved in writing by the Board.
- 8.2** Live, well maintained and properly potted plants may be kept on patios and balconies only.
- 8.3** Persons reported to tamper with, vandalize or damage the community landscaping including shrubs and trees will be responsible for the cost of any repairs.

9. TRASH & DISPOSAL

- 9.1** All trash must be placed inside the dumpsters and all trash bags must be properly secured prior to being placed in the dumpsters for disposal and boxes and crates must be broken down prior to being disposed of in the dumpsters.
- 9.2** No hazardous materials such as, but not limited to oil, wet paint and gasoline are to be placed inside of the dumpsters. This is a violation of city ordinance and violators will be responsible for fines and any additional fees incurred by the Association.
- 9.3** Dumpsters are for residential use only. Trash disposal from another location is prohibited.
- 9.4** Residents needing to dispose of large items such as furniture must contact the Association's trash removal service provider and make arrangements to have the item(s) disposed of at the resident's expense, or must make alternate arrangements to have such items removed. Large items may not be disposed of through the Association's regular trash removal service. Leaving such items in or near dumpsters or any other place on the property is not acceptable disposal. Owners will be fined accordingly for violations of this nature in addition to any other fees assessed to the Association related to the disposal.
- 9.5** Owners must do their part to keep the community in clean and sanitary condition. No rubbish, refuse, trash or debris of any kind shall be placed or be permitted to accumulate in the common areas.

10. MAIL & MAILBOXES

- 10.1** Tampering with mailboxes is a federal offense and will be reported to federal authorities. Posting anything on the mailboxes is strictly prohibited.
- 10.2** Unit owners are responsible for any damages caused to mail delivery facilities by themselves, their guests, tenants, licensees or invitees.
- 10.3** Mailbox keys are the responsibility of the owner or resident. The Association does not provide new or replacement mailbox keys. Residents must contact the local post office to obtain a new or replacement mailbox key or to request repairs to individual mailboxes.

11. NUISANCES & NOXIOUS BEHAVIOR

- 11.1** Owners/residents shall not create any situation wherein their actions or conduct, as determined by the Board of Directors and/or the Association's managing agent, represents a nuisance, hazard or disturbance to the property and/or other residents.
- 11.2** No owner, resident, guest, licensee or invitee shall make, or permit to be made, any disturbing noises which interfere with the lawful, peaceful and quiet occupancy and enjoyment of other residents in his or neighboring buildings. Pursuant to the city of Aurora ordinance,

quiet hours are observed from 9:00pm to 7:00am, during which time noise levels may not exceed 45 decibels.

- 11.3** Be considerate and respectful of other residents with regard to excessive noise from cars, radios, stereos, parties and related activities. Sound travels in a shared walls community. If music or noise from your unit can be heard in stairwells, walkways or from another unit, this is NOT a reasonable noise level. Units with hardwood floors, please be aware and conscious of residents living below your unit. No disturbing noises shall be permitted to disrupt the use and enjoyment of the common elements of the project by residents and their guests. The city of Aurora has a noise ordinance and the Board recommends that residents experiencing continuous nuisances relating to noise contact the city of Aurora authorities for enforcement.
- 11.4** No noxious or offensive activity shall be carried on upon any part of the property, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to any other resident. Please be considerate and respectful of others as you do not own the air space outside of your unit.
- 11.5** Excessive noise from pets, whether inside or outside the unit, is prohibited. Pets may not make noise for prolonged periods of time as this is considered a community disturbance.

12. PATIOS & BALCONIES

- 12.1** Nothing is to be thrown from balconies. This includes matches and cigarettes. Do not clean balconies in such a way as to cause water or debris to fall onto lower balconies or patios.
- 12.2** Approved items that may be kept on patios and balconies consist of *outdoor* furniture (indoor furniture is not permitted) and flower pots/planters that are kept in good condition with the contained plants and flowers properly cared for. Flower pots/planters are not permitted to be placed on the railings/ledges of 2nd and 3rd floor balconies.
- 12.3** Patios and balconies may not be used as general storage areas for anything other than those items expressly permitted to be placed on patios and balconies. No unapproved or unsightly items including, but not limited to sport/recreational equipment, lumber or other construction material, trash/debris, trash cans, pet carriers or litter boxes, cardboard boxes, plastic bins, bottles, cans, machinery or appliances are permitted on patios and balconies.
- 12.4** Only outdoor cooking devices that are within the City of Aurora Fire Code are permitted on the patios and balconies (refer to 'Fire Safety' section of Rules and Regulations)
- 12.5** Bird feeders are not permitted on patios and balconies.
- 12.6** Carpeting is permitted on patios and balconies provided that it is not permanently attached to the patio/balcony surface in any way.
- 12.7** Up to 2 (two) bicycles may be stored on patios and balconies provided that they are not hung from or affixed to the balcony or building structure in any way.
- 12.8** Residents should remove snow from balconies. Owners are responsible for any damage caused by the weighing down of balconies as a result of anything of excessive weight.
- 12.9** Patios and balconies may only be enclosed provided that the owner of the unit follows the proper procedure to submit an Architectural Request to the Association following the exact pre-approved specifications for patio/balcony enclosures included with these Rules and Regulations. Patio/balcony enclosure work may only be completed after written Architectural approval is receiving from the Association Board of Directors.
- 12.10** Security bar fencing on patios and balconies may only be installed provided that the owner of the unit follows the proper procedure to submit an Architectural Request to the Association and receives written Architectural approval from the Association Board of Directors. Security bar fencing approval will only be granted provided that the security bars are an approved style and white, and that the installation does not interfere with the requirement for a 2nd means of

egress from the unit in the event of an emergency. Security bar fencing must allow for egress by opening without the need for a key and without the need for any special knowledge or effort. In addition, any and all city permit requirements must be met prior to installation.

13. VEHICLES, PARKING & CARPORTS

- 13.1** Vehicular traffic within the Second Timbers community shall not exceed 10 (ten) mph.
- 13.2** Motor vehicles must be parked in designated parking spaces. Driving/parking on turf, sidewalks or other components of the property not meant for vehicular traffic is prohibited. Parking in these areas will result in immediate towing at the vehicle owner's expense.
- 13.3** Motorcycles may not park on community sidewalks due to potential hazard and wear and tear of the concrete. Motorcycles parking in the designated parking lots must place a block of adequate size under the kickstand to prevent the creation of holes in the asphalt.
- 13.4** Vehicles are limited to one parking space at a time and are considered improperly parked if not positioned between the lines of a single parking space so as to allow other spaces to be utilized. Vehicles that are parked recklessly or that take up more than one parking space shall be ticketed for 72 (seventy two) hour towing at the vehicle owner's expense.
- 13.5** Carports are assigned to specific units, and not every unit has the exclusive use of a carport. Open parking spaces in the designated community parking lots are for use by residents that do not have an assigned carport parking space.
- 13.6** Only straight-in parking is permitted in the carport parking spaces.
- 13.7** Owners with a designated carport parking space are responsible for keeping their carport space clean and free of trash, debris and unapproved items such as car batteries, tires, boxes, furniture, etc. at all times. No flammable, combustible or explosive fluids, chemicals or substances may be stored in carports at any time.
- 13.8** The carport and open parking spaces in the community are designated for the use of Second Timbers owners, residents and their guests only.
- 13.9** Using vehicles for living purposes is not permitted. Any resident who witnesses any person or persons using a vehicle on the premises as a home should immediately contact the Aurora Police Department and file a report.
- 13.10** Parking in designated fire lanes is prohibited by these rules and the city of Aurora. Vehicles obstructing any portion of a fire lane, driveway, walkway or path of ingress/egress will be towed without notice at the vehicle owner's expense.
- 13.11** All vehicles stored in parking areas must display valid and current license plates or temporary tags. Vehicles in violation of this parking rule will be ticketed for 72 (seventy two) hour towing at the vehicle owner's expense.
- 13.12** No abandoned, unused and/or inoperable vehicles shall be stored, parked, maintained or kept on any part of the community grounds. Such vehicles are in violation of the rules and will be ticketed for 72 (seventy two) hour towing at the vehicle owner's expense.
- 13.12.1** Abandoned Vehicles: Vehicles that have not been driven under their own propulsion for a period of 7 (seven) days or longer, or that have not moved for a period of 72 (seventy two) hours after given notice are considered abandoned. Abandoned or derelict vehicles do not include those parked by owners on vacation.
- 13.12.2** Inoperable Vehicles: Vehicles that do not have operable propulsion systems installed therein including broken steering wheel/steering column, broken headlight(s), broken windshield and flat tire(s) are considered inoperable. A vehicle is operational if it can be legally driven off the property under its own power.
- 13.13** No vehicle maintenance, mechanical repairs or changing of fluids are to be performed on the premises. This includes working on engines, transmissions and changing/draining

antifreeze or motor oil. Only minor repairs in emergency situations such as changing a flat tire or car battery are permitted provided that the work is completed within 2 (two) hours and does not in any way cause damage or permanent staining to the community parking lots. Minor approved mechanical work must not in any way infringe upon the rights of other residents needing to park in the community parking lots. Any fluids dripping from the resident/owner's vehicle must be cleaned immediately at the vehicle owner's expense.

13.14 Recreational vehicles, including but not limited to campers, motor homes, trailers and boats are not permitted except while engaged in direct transport to or from a building.

13.15 Vehicles and trucks in excess of% (three fourth) ton are not permitted to be parked on the premises unless such vehicles are being utilized by Association hired contractors engaging in community repairs or service.

13.16 No commercial type vehicles and no trucks shall be parked on any road within the project except while temporarily engaged in transport to or from a condominium unit.

A % ton or smaller vehicle shall not be deemed a commercial vehicle or truck

13.17 Loud noise emitting from vehicle exhaust pipes, stereos, etc. are against city of Aurora ordinances and the Association's governing rules regarding Nuisances and Noxious behaviors. All drivers shall refrain from disturbing residents while in their vehicles.

14. PET REGULATIONS

14.1 A maximum of 1 (one) dog or cat or other household pet (for example a small bird, guinea pig or other pet allowed by the city of Aurora) may be kept in a unit provided that they are not kept for commercial purposes or create a nuisance or health hazard to other residents. City and county regulations and/or restrictions apply.

14.2 Pets must be licensed and vaccinated in accordance with city, county and state ordinances.

14.3 Pets that may not be raised, bred, kept or boarded in any unit include, but are not limited to livestock, poultry, snakes, potbellied pigs, iguanas, poultry, bees and any animals other than those considered 'normal household pets' by the city of Aurora and Arapahoe county.

14.4 Any specific pet breeds that are banned pursuant to city of Aurora or Arapahoe county ordinance are also prohibited in the Second Timbers community.

14.5 Pets are not permitted to be left unattended or unsupervised when outside of the condominium unit, even if the pet is on the patio or balcony of a unit. Pets may only occupy balconies and patios while the owner is present. Pursuant to city of Aurora ordinance, household pets are not permitted to be left alone for extended periods of time.

14.6 Pets must be on hand-controlled leashes at all times when outside of the condominium unit, unless the pet is being supervised by the owner on the private patio/balcony of a unit. Pet doors are not permitted to be installed on any portion of the unit doors.

14.7 Pets are not permitted to be tethered or tied to patio/balcony railings, trees or any exterior component in the common areas at any time.

14.8 Pet owners are responsible to immediately clean up and properly dispose of pet excrement from the common area grounds. Pets are never permitted to urinate/defecate onto the limited common elements or any portion of the common elements with the exception of community turf areas. Failure to clean up pet excrement will cause an immediate fine to be imposed upon the owner of the unit in which the pet resides. Violators will also be responsible for any additional fees incurred by the Association which are associated with cleaning the pet's excrement.

14.9 Excessive noise from pets, whether inside or outside the unit, is prohibited. Pets are not permitted to make noise for prolonged periods of time as this is considered a disturbance for community residents.

- 14.10** Pet owners are responsible and liable for damage, injury or disturbance that may be caused or inflicted as a result of their pet, including monetary damages.

15. ARCHITECTURAL CONTROL & EXTERIOR MODIFICATION

- 15.1** To maintain the architectural continuity within the community, no owner or resident may alter, repair, repaint or do any work upon any of the common elements or limited common elements without prior written approval by the Board of Directors.
- 15.2** Absolutely NO exterior architectural changes may be done at any time or for any reason by any owner or resident without prior written architectural approval by the Board of Directors. Items which may not be altered without architectural approval include, but are not limited to, security/storm/screen door installation or replacement, front door replacement, patio/balcony sliding door replacement, window replacement, patio/balcony enclosure, security bar installation on patios/balconies/windows, patio/balcony shade installation, satellite dish and cable installation, exterior vent installation, A/C unit installation or replacement, landscape alterations and additions, etc.
- 15.3** Architectural Request Forms may be acquired by contacting the Association's managing agent. Requests must be filled out and signed by the *owner* of the unit. Please allow 30 (thirty) days for turn-around on all Architectural Requests.
- 15.4** No holes may protrude through the walls or the roof of the buildings/units for any reason except as expressly authorized by the Board of Directors. No removal, puncturing and/or defacing or alterations to the exterior of the building's siding or trim are permitted.
- 15.5** No owner or resident may act in any way or perform any work that will impair the structural integrity and soundness of the buildings or impair proper functionality of the utility, heating or plumbing systems.

16. SATELLITE DISH & CABLE INSTALLATION

- 16.1** All satellite dish and cable installations are considered exterior modifications and must be approved in writing by the Board of Directors through submission of an Architectural Request Form *prior to installation*. The *owner* of the unit must submit an Architectural Request Form for the installation of a satellite dish or cable with specific information to include a diagram of the proposed installation position.
- 16.2** Satellite dishes are limited to 39.37 inches in diameter pursuant to the Federal Telecommunication Act and are *only* permitted to be installed on the patio/balcony of the unit.
- 16.3** Due to growth of community foliage, building modifications and other unforeseen circumstances, the Association cannot and will not guarantee a continued line of sight for signal reception.
- 16.4** Satellite dishes may NOT be mounted to the building's roof, siding, trim or any other exterior surface or component of the buildings or in any way that changes the profile of the building at anytime.
- 16.5** Cable wires pertaining to satellite dishes must be properly secured in such a way that they cannot be seen from the streets, walkways, courtyard or neighboring units.
- 16.6** Cable wires pertaining to satellite dishes may not hang loose or run down the siding or over any other exterior portion of the buildings at any time.
- 16.7** Upon removal of a satellite dish from a unit, the unit owner is required to have any holes on the surface of the unit's patio/balcony from the dish installation properly patched and painted

within 30 (thirty) days of removal at the unit owner's expense.

- 16.8** In the event that the owner sells the unit or the owner's renter moves out of the unit, the owner is required to remove any satellite dish and/ or cable wires and properly patch and paint any holes on the surface of the unit's patio/balcony from the dish installation within 30 (thirty) days of removal at the unit owner's expense.

17. SWIMMING POOL FACILITY

- 17.1** In the event that the Second Timbers swimming pool facility and pool house is closed to residents, no owner, resident or guest is permitted to enter these areas by any means. Throwing items over the fence into these areas is strictly prohibited. Any residents who witness any of the aforementioned acts and/or behaviors should immediately contact the police, followed by a phone call to the Association's management company.
- 17.2** Second Timbers residents do not have access to The Timbers swimming pool facilities unless explicitly specified in writing to all owners by the Second Timbers Board of Directors. Owners with a rental unit, please ensure that your tenants are aware of this information.

18. WINDOWS & DOORS

- 18.1** All glass pertaining to a condominium unit (windows and doors alike) is the maintenance responsibility of the condominium unit owner. This includes windows, patio/balcony sliding doors and security/storm/screen doors.
- 18.2** The exterior of the front entry doors to the units are the maintenance responsibility of the Association. However, owners who wish to repaint the exterior of their front entry doors may only do so upon written architectural approval from the Board of Directors which will include the only approved paint color permitted in order to maintain uniformity.
- 18.3** Owners may install or replace security/storm/screen doors with written architectural approval from the Board of Directors and provided that the door is white. Finished aluminum (silver colored) doors are not permitted. Maintenance and repair of security/storm/screen doors is the responsibility of the unit owner.
- 18.4** Owners are responsible for the maintenance and repair of window and door glass. Owners may replace windows and sliding glass doors in the unit to include the glass and the frame provided that they receive prior written architectural approval from the Board of Directors. Proposed windows for replacement must have white frames, cannot have grids and must be split by a horizontal frame. Proposed windows showing side-by-side installation will not be considered or approved.

- 18.5** Architectural requests for window and sliding glass door replacements must include specific information regarding the style and color of the frame and a photo of the proposed window or door for installation (the photo can be from the manufacturer's brochure, manufacturer's website, etc).
- 18.6** Within 3 months of an owner's purchase date of a condominium unit, all windows must have window screens and proper window coverings (drapes, curtains, blinds, etc.) installed.
- 18.7** Window coverings (curtains, blinds, etc.) visible from the exterior of the unit must be neutral in color and must be properly fitted and hung. Black is not considered a neutral color.
- 18.8** Newspaper, sheets, blankets, aluminum foil, plastic and cardboard are not considered proper window treatments and are not permitted to be hung in the condominium unit windows. No silver reflective coating of any kind is permitted on windows or sliding doors.
- 18.9** Window screens and window coverings must be kept in good condition at all times (no tears, holes or broken/bent blinds). Bent, torn or damaged window screens and window coverings must be replaced promptly at the unit owner's expense.
- 18.10** Security bar installation on windows may only be installed provided that the owner of the unit follows the proper procedure to submit an Architectural Request to the Association and receives written Architectural approval from the Association Board of Directors. Security bars shall not be installed over egress windows unless the security bars open without the need for a key and without the need for any special knowledge or effort. In addition, any and all city permit requirements must be met prior to installation.

19. SIGNS & ADVERTISING

- 19.1** 1 professionally lettered and printed "For Rent" or "For Sale" sign no larger than 6 square feet may be posted to the inside of one of the condominium unit windows. Posting such signs in common areas and on patios/balconies is not permitted.
- 19.2** Individualizing front entry doors with knockers, doorbells, nameplates, etc. is not permitted unless expressly approved in writing by the Board of Directors.
- 19.3** No signs, advertising, billboards, flags (except proper display of the American Flag), unsightly objects or nuisances shall be permitted to be displayed on the exterior of any condominium unit so to be seen from the common areas.

20. PROCEDURE FOR FILING COMPLAINTS

- 20.1** Any homeowner who knows of a violation of these Rules by another homeowner that cannot be resolved through discussion should bring this to the attention of the managing agent by sending a formal written complaint addressed to the Board of Directors. All complaints pertaining to infractions of the Association governing documents must be in writing addressed to the Board of Directors.
- 20.2** All written complaints must contain the name of individual(s) committing the infraction, the unit number with whom the individual is associated and a description of the nature of the infraction including the date, time and location of the infraction. Complaints must include the name, Association address and telephone number of the person making the complaint.
- 20.3** The Board cannot mediate disputes that do not relate to Association governance or criminal or civil disputes including incidents of harassment and discrimination. Residents of the community should contact local authorities immediately upon witnessing suspicious activity. In the event of an emergency, dial 911. An emergency is defined as a situation endangering the health, safety and welfare of persons or property.

20.4 The Board will act on any reported violations in conformance with the authority granted in the Association Declaration

21. POLICIES & PROCEDURES FOR ASSOCIATION COVENANT ENFORCEMENT

21.1 Notice of Violation: Notice of alleged violation of any provisions of the Declaration, Bylaws, Rules and Regulations, or Architectural Review Guidelines shall be provided to the applicable Owner as soon as reasonably practicable following discovery of such violation and subsequent violations. The notice shall describe the nature of the alleged violation, consequences if the violation is not resolved, action required to resolve the violation and the allotted time given for correction of the violation. The notice may further state that the Board may seek to protect its rights as they are specified in the governing legal documents.

21.2 Fine Schedule: Unless otherwise provided in Rules and Regulations, any violation of the Declaration, Bylaws, or Rules and Regulations shall subject the Owner to a reasonable fine assessment imposed by the Association as follows:

First Notice of Violation: Written warning letter

Second Notice of Violation: \$50.00 fine

Third Notice of Violation: \$100.00 fine

Subsequent Notices of Violation: \$100.00 fine per occurrence

Notwithstanding any provision of this fine schedule or Policies and Procedures, the Association may use any legal means available at any time to enforce the terms of the Declaration, Rules and Regulation, Bylaws, or any other Association governing document.

All fines shall be considered an assessment and may be collected as set forth in the Declaration. Fines shall be in addition to all other remedies available to the Association pursuant to the terms of the Declaration and Colorado law.

21.3 Service of Notices: Service of all notices required or permitted to be given hereunder shall be made as follows:

21.3.1 If to an Owner and/or Lessee: By personal delivery to the Owner and/or Lessee; or by U.S. mail, postage prepaid, addressed to the last registered address of the Owner and/or Lessee as contained in the Association's records.

21.3.2 If to the Association: By personal delivery or U.S. Mail, postage prepaid, addressed to the Association in care of its registered agent and office, as maintained with the Colorado Secretary of State, or such other address as the parties may be advised of in writing.

21.4 Request for Hearing: If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, the Owner must request such hearing, in writing, within the allotted time period provided on the Notice of Violation. The request for hearing shall describe the grounds and basis for challenging the alleged violation. The Board shall hear and decide cases set for hearing pursuant to these Policies and Procedures. If a hearing is not requested within the allotted time period, the Board shall conduct a "fair and impartial" fact finding process concerning whether the alleged violation actually occurred and whether the unit owner is the one who should be held responsible for the violation. The Board then makes a reasonable

decision within the guidelines contained in the Association governing documents. The decision of the Board at each hearing shall be based on the matters set forth in the Notice of Violation, Request for Hearing and such evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to attendance by all members of the Association. The Association's managing agent shall give notice of any fine assessment to the applicable Owner as provided in these Policies and Procedures.

- 21.5 Conflicts:** Any Board member who is incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the President of the Board prior to the hearing on the case, or shall make such disclosure at the hearing, and the Board Member shall be disqualified from all proceedings with regard to the hearing.
- 21.6 Modification, Amendments, Repeal, and Reenactment:** The Board may adopt reasonable rules as it deems proper and necessary, provided such rules are not in conflict with the Declarations and By-Laws of the Association. Notwithstanding anything to the contrary contained herein, the Board of Directors hereby reserves the right at any time and from time to time to modify, amend, repeal or reenact the Rules in the Condominium Declaration for Second Timbers Condominium Association or by law. A copy of the Rules as they are adopted, amended or repealed must be mailed or otherwise delivered to each owner, at which point such rules shall have the same full force and effect, and are enforceable.
- 21.7 These Rules and Regulations, the Declarations, the Articles of Incorporation, and the By-Laws shall be enforced by the Board of Directors, and penalties and fines for infractions may be levied in accordance therein.

22. GENERAL PROVISIONS

- 22.1** Failure by the Association, the Board of Directors, the Association's managing agent or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.
- 22.2** The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.
- 22.3** Unless the context provides or requires to the contrary, the use of the singular therein shall include the plural, the plural shall include the singular, and the use of any gender shall include both genders.
- 22.4** The captions/titles to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit, or otherwise describe the scope of these policies and procedures or the intent of any provision hereof.

23. NOTIFICATION OF CHANGES

- 23.1** All homeowners shall be mailed or otherwise distributed a copy of any changes in these rules upon adoption, amendment or repeal. Adoption, amendment or repeal of the Rules and Regulations takes effect upon mailing or distribution.

BOARD OF DIRECTORS CERTIFICATION

These Rules and Regulations were adopted by majority *vote* of the Second Timbers Condominium Association Board of Directors on the **15** day of **December** the year **2015**, and shall be effective upon distribution to the owners. These Rules and Regulations supersede any and all Rules and Regulations previously adopted.

Board of Directors President:

Colin McDaniel