RULES AND REGULATIONS

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SORREL RANCH CONDOMINIUM OWNERS ASSOCIATION, INC. RULES AND REGULATIONS

The following Rules and Regulations were adopted on July 12, 2024, by resolution of the Board of Directors ("Board") of the Sorrel Ranch Condominium Owners 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 CPMG website, www.withcpmg.com 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 The Rules and Regulations may be repealed or amended from time to time as deemed necessary and adopted by the Board.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 Sorrel Ranch Condominium Owners Association, Inc. (Sorrel Ranch) and includes all units and common elements as defined by the Sorrel Ranch Declaration.
- *Common Elements* (aka Common Property or Common Areas) shall refer to those parts of the community other than the units 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 which are either limited to and reserved for the exclusive use of the Owner of a particular Condominium Unit, or are limited to and reserved for the common use of the Owners of more than one, but fewer than all, of the Units or designated on the Condominium Map as Limited Common elements.
- **Resident or Occupant** is any person who resides at Sorrel Ranch including Owners, tenants, and household members.
- Unit is the physical portion of the Condominiums which is designated for separate ownership or occupancy and is separately identified on a Condominium Map; refer to Declarations Section 2.52 for full definition. Generally, a unit includes the Individual air space, the Improvements contain therein, not including Common or Limited Common Elements.

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. Homeowner is responsible for any damage caused to the property by their family members, guests, tenants, employees, agents, contractors and invitees.
- 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.

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. (SO 12.10) 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. The term of the rental shall not be less than six months.
- c. Include a listing of all occupants and emergency contact information for tenants;
- d. 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.
- e. An owner who leases his or her Condominium Unit shall be deemed to have assigned all such rights the common elements to the tenant(s) during the lease period.
- f. No owner may lease less than an entire Condominium Unit.
- g. No lease shall be permitted that does not comply with restriction/ordinances of the City of Aurora, or pertinent State or Federal laws.
- h. No Owner may submit a unit for participation in any vacation ownership, timeshare or rental exchange program. SO 12.1
- 3.02 All condominium units shall be used exclusively for residential purposes pursuant to 12.1 of the Declaration.
- 3.03 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 23" x 18".
- 4.03 The Owner or occupant of each unit may display one additional, non-commercial sign no larger than 23"x18".
- 4.04 The display of a flag must meet the following criteria and must follow state law:
 - a. Number of flags is limited to two.

- b. 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.
- c. No flag shall bear a commercial message.
- d. The flag must be displayed in compliance with the federal flag code, 4 USC Chapter 1.
- e. The flag may not exceed three feet by five feet in size.
- f. The flag may not be illuminated.
- g. The flag may not interfere with routine maintenance or normal traffic patterns.
- h. The Owner accepts all responsibility for any injuries or property damage resulting from the installation of the flag.
- 4.05 Temporary holiday/seasonal decorations may be displayed without Board approval provided the decorations meet the following guidelines. Decorations may be inside the windows, within the patio/balcony or the entryway but shall not be allowed on any other part of the common elements. Decorations may be displayed for not more than four weeks prior to the holiday and must be removed within four weeks following the event/holiday. The Owner accepts all responsibility for any property damage or injury associated with the installation of the decorations. 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. Nails, screws or other intrusive items may not be used to attach the decorations to Common Elements.

SECTION 5.00 CAMERAS

5.01 Door bell "ring" cameras may be installed without Board or Architectural approval provided they do not infringe on the privacy of any other homeowner. All other cameras require Board/architectural approval. Submittal must show placement of cameras in relation to neighbors' property.

SECTION 5.00 MAINTENANCE RESPONSIBILITIES:

Refer to the Association's Insurance and Maintenance Chart, Appendix B, for more detailed information on the insurance and maintenance responsibilities of the homeowner and of the Association.

- 5.01 Owners shall maintain their units and limited common areas in a clean and sightly condition at all times.
 - a. Patios/balconies shall be maintained free of animal excrement or other stains and debris.
 - b. Window coverings must be white or neutral wood colors. No window coverings, blinds or screens visible outside of any Condominium Unit may be installed

- except those of the sizes, types, colors and styles approved by the Board. No sheets, foil, cardboard, towel or plastic sheeting may be used as window coverings. Coverings must be kept in good repair.
- c. No awnings or any exterior improvement of any type shall be commenced, erected, placed, or maintained by the Owner of any Condominium without the prior Board approval.
- d. Air conditioners or ventilation devices may not be installed in window or door openings without prior Board approval.
- e. No trash shall be left in any common area, and any stains or damage as a result are the owner's responsibility.
- 5.02 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.
 - a. 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.
- 5.05 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.
- 5.06 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 POOL

PER THE COST SHARE AGREEMENT WITH REDBUCK AT SORREL RANCH, (REDBUCK), REDBUCK HAS AUTHORITY OVER THE POOL.

VIOLATIONS OF THE FOLLOWING RULES MAY RESULT IN THE SUSPENSION OF POOL PRIVILEGES. ANY ACTION TO SUSPEND POOL PRIVILEGES IS NOT SUBJECT TO THE 30 DAY NOTICE TO CURE, AND INSTEAD, THE ASSOCIATION WILL SEND NOTICE TO THE OWNER OF THE UNIT IN VIOLATION. IF A

HEARING IS NOT REQUESTED WITHIN TEN (10) DAYS OF THE NOTICE, THEN THE POOL PRIVILEGES WILL BE SUSPENDED FROM 3 DAYS TO 5 DAYS, DEPENDING ON THE SEVERITY OF THE VIOLATION, TO BE DECIDED BY THE BOARD OF MANAGERS OF REDBUCK AND/OR SORREL RANCH.

- 6.01 Pool hours will be posted at the pool and subject to change by the Board of Directors.
- 6.02 A lifeguard is NOT on duty. All persons swim at their own risk.
- 6.03 The pool and facilities are for residents use only.
- 6.04 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.
- 6.05 Violations of pool rules may result in loss of pool privileges.
- 6.06 Sorrel Ranch residents must have their key cards to enter the pool area. Replacement key cards are available from the management company for a fee. Pool gates must be kept locked at all times and may not be propped open.
- 6.07 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.
- 6.08 No running, jumping, pushing, dunking, splitting, undue splashing, yelling, obscene language or rough play is permitted in the pool area.
- 6.09 Persons fourteen (14) and under must be accompanied by an adult, eighteen (18) years or older, to enter the swimming pool area.
- 6.10 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.
- 6.11 Animals are not allowed in the pool area or to be left tethered outside unattended at any time.
- 6.12 Food is not permitted in or near the swimming pool. Trash must be disposed of in waste receptacles.
- 6.13 Owners shall be responsible for damage to property of the Association caused by themselves, their residents, family and/or guests.

- 6.14 Radios or other transmitting devises must be played so as not to be offensive to others. Headphones are encouraged.
- 6.15 Bicycles, skateboards, roller blades, etc. are not allowed in the pool area.
- 6.16 Vaping, use of cannabis products, smoking and/or tobacco products are not permitted in the pool area.
- 6.17 No alcoholic beverages or glass containers are permitted in the pool area.
- 6.18 Chewing gum is not permitted in the pool area.
- 6.19 Drug use, activity, is not permitted in the pool area.

SECTION 7.00 PETS

- 7.01 No animals, livestock, birds, poultry, reptiles, rodents 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.
- 7.02 Each unit shall be permitted a maximum of two domesticated cats or one domesticated cat and one domesticated dog (all of which animals must be restrained at all times within a Condominium Unit). No pets beyond two may be maintained in a unit.
- 7.03 Pets shall be kept in accordance with the City of Aurora regulations and ordinances. Wild or dangerous animals and vicious dogs are prohibited.
- 7.04 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.
- 7.05 Pets may not be left unattended on any patio/balcony, or unattended, tethered, or caged on any other part of the common elements.
- 7.06 Garage Units, balconies, 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.
- 7.07 Nuisance barking is prohibited.
- 7.08 Pet excrement shall be picked up immediately and disposed of in a sanitary manner.

- 7.09 Balconies and patios must be kept free of pet excrement and odors. Litter boxes and pet shelters are not allowed on balconies or patios.
- 7.10 Any damage to the inside or outside of a unit, the common areas, or to the property of others by pets associated with the unit, shall be repaired at the expense of the unit Owner.

SECTION 8.00 PARKING / MOTOR VEHICLES

- 8.01 Owners are responsible for ensuring that all guests, family members, tenants, agents, vendors and invitees observe all parking regulations and all posted parking signs.
- 8.02 Fire lanes must be kept clear at all times.
- 8.03 Vehicle parking is permitted only
 - a. Within a unit's garage; or,
 - b. Within marked common parking spaces located on parcel 2.
- 8.04 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.
- 8.05 Visitor Parking Spaces may NOT be used on an exclusive basis by any Owner. All parking is on a first come first serve basis.
- 8.06 The following vehicles ("Prohibited Vehicles") shall not be parked or stored in, on, or about the Parking Areas on Parcel 2 unless approved by the Executive Board: boats; campers (on or off of supporting vehicles); trailers; tractors; work trucks; industrial or commercial vehicles (both cabs or trailers); towed trailer units; disabled, junk, or abandoned vehicles; motor homes or mobile homes; recreational vehicles; horse trailers or other trailers; or any other recreational vehicle. For the purposes of this covenant, "disabled, junk, or abandoned vehicles" shall be deemed any vehicle that has not been moved from its Parking Space for 60 or more consecutive days. For the purposes of this covenant, a 3/4-ton or smaller vehicles commonly known as "pickup trucks" and "SUVs" shall not be deemed to be Prohibited Vehicles. The Association shall have the right to remove or have removed and/or store any Prohibited Vehicle in violation of this Subsection 5.4(b) at its Owner's expense. All towing will be subject to Colorado State Laws.

This paragraph does not apply to any such vehicle that 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).

- 8.07 **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. All rules are subject to Colorado State Laws
 - 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.
 - d. Handicap parking.
- 8.08 All vehicles must comply with the posted speed limit and must not contribute to excessive noise attributed to enhanced engine, muffler or exhaust systems.
- 8.09 No vehicle maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine, or device may be carried on at the Condominiums, except the changing of motor oils, fuels, and antifreeze, which shall be performed in a manner that prevents release or spills. All used motor oils, fuels and antifreeze shall be disposed of in accordance with applicable law.
- 8.10 Garages may not be altered or used in any manner that would hinder or preclude the original design as vehicle storage. No changes to the garage may be made without prior Board approval.
- 8.11 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.
- 8.12 The storage of gasoline and other flammable materials, or noxious or hazardous wastes or materials of any kind within a condominium Unit, parking Space, Parking Garage, or Storage unit is strictly prohibited, except for small quantities of antifreeze, motor oil, and similar automotive supplies for personal use in an Owner's motor vehicle which must be stored within a Unit, parking Garage or Storage Unit.

SECTION 9.00 TRASH REMOVAL

- 9.01 No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste or debris of any kind shall be kept, stored, or allowed to accumulate on any Condominium Unit except within an enclosed structure or appropriately screened from view. Trash container may be placed outside at such times as may be necessary to permit garbage or trash pickup.
- 9.02 Residents are responsible for arranging for the removal of large items including remodeling debris, mattresses, furniture appliances or electronics 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 10.00 USE OF COMMON AREAS

- 10.01 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.
- 10.02 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.
- 10.03 As set forth in the Cost Sharing Agreement, the Owners are permitted to use, occupy, and enjoy the tracts, open spaces, playgrounds, play areas, pools and other recreation facilities, streets and roads and drives; provided however that any drive that connects to a limited common element under the Rebuck HOA shall not be used by the Owners. By acceptance to a deed to a Unit, each Owner acknowledges that such use, occupancy and enjoyment is subject to the terms of the Cost Sharing Agreement and any rules and regulation promulgated by the Redbuck HOA thereunder.
- 10.04 The Board, at its discretion, may adopt rules governing the use of the General Common Elements.
- 10.05 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.
- 10.06 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.
- 10.07 Feeding or any practice that attracts wild animals is prohibited anywhere in the community.

SECTION 11.00 BALCONIES / PATIOS / ENTRYWAYS & STAIRWELLS

11.01 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.

Owner is responsible for keeping any deck, balcony, terrace or stairs or stairway that is a Limited Common Element for the use of its, his or her unit clean and free from debris, snow and ice.

- 11.02 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. Plants.
 - b. No nails, screws or other objects may intrude into the siding or any part of the patio/balcony that is a maintenance responsibility of the Association.
 - c. No items may be placed on the balcony/patio railings, including planter boxes
- 11.03 Items not permitted on balconies/patios include, but are not limited to, fire pits and charcoal grills. This is per the Declarations for Sorrel Ranch, and further defined by the requirements of the City of Aurora fire code and the requirements of the insurance company. Hot tubs, rubbish, clotheslines, litter boxes, pet shelters, indoor furniture, household appliances, cleaning equipment and machinery. Balconies/patios may not be used for any type of storage including such items as building materials, boxes, tools, sports/recreational equipment and toys. FYI, Declarations Section 12.5 Owner may place house plants, a barbeque grill and patio furniture on the Limited Common Element patio, deck, or balcony that is exclusively appurtenant to such Owner's Unit
- 11.04 Bird feeders and birdbaths are strictly prohibited in the community.
- 11.05 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.
- 11.06 Planters are permitted on balconies/patios provided they do not create a safety hazard, watering nuisance for neighbors or damage to property. 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.
- 11.07 Without Board permission, residents are not permitted enclose by means of screen or otherwise, any balcony, yard, deck, patio or porch which is accessible from, associated with, or which adjoins his Individual Air Space Unit. Nor may they hang, erect, affix, or place anything upon any of the Units, which would or might create an unsightly appearance.
- 11.08 All entryways must be kept clear of personal items. Residents are not permitted to store any items around or under the common stairwells. Any items left in these area may be disposed of by the Association at the Owner's expense.

SECTION 12.00 OWNER IMPROVEMENTS / ALTERATIONS

- 12.01 No structural or exterior modifications or 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.
- 12.02 Any project, exterior modification, or other act taken without Board approval may be subject to fines and may require corrective action to bring the violation into immediate or future compliance with these standards.
- 12.03 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, replacement or modifications to the improvement.

SECTION 13.00 OTHER POLICIES

Please review the CPMG website https://cpmg.vmsclientonline.com, to review other policies pertinent to your Association.

APPENDIX A

POLICY ON SATELLITE RECEIVER DISHES / ANTENNAS

Sorrel Ranch Condominium Owners Association, Inc.

This Policy on Satellite Receiver Dishes/Antennas ("the Policy") is adopted by the Board of

Directors of the Sorrel Ranch Condominium Owners Association, Inc.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 consumerowned satellite dish antennas. The following Policy shall govern the installation and maintenance of satellite receiver dishes and antennas within the Sorrel Ranch community.

I. SATELLITE DISH/ANTENNAS

Installation of direct broadcast satellite (DBS) larger than one meter (thirty nine (39) inches) 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.

II. 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.
 - To clarify allowed placement of the satellite dish a photograph has been prepared for each of the three building configurations illustrating the allowed placement. Please follow the depiction for your unit when installing the satellite dish. If you are in doubt please call CPMG, prior to installation.
- 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.

III. 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. Antennas/dishes shall be installed no higher or more visibly than is necessary for reception of an acceptable quality signal.
- C. Any attachment of dish/antennas shall be with the use of clamps only on the <u>inside</u> of the picket railing of the Owner's balcony/patio.
- D. If penetration of any exterior exclusive-use areas, or, if approved by the Board of Directors, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this rule is to prevent structural damage of any nature to the Buildings and residences within the Community, including, but not limited to, any structural damage from moisture

- E. 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.
- F. Cables shall enter the unit at the lowest practical location so as to be minimally visible from outside the patio/balcony.
- G. Cables must be properly secured to the inside of the patio or balcony and screened from view as much as possible.
- H. 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
- I. 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.
- J. Satellite dishes that are no longer in use and are inoperable must be removed by owner.

IV. 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.

V. 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.

On the sale of a Unit the Owner shall either:

- a. Remove the satellite dish and all components. Repair any damage to the common area caused by the satellite dish installation. OR
- b. Have the new owner(s) sign a document stating he/she/they are taking over the responsibility for the maintenance/removal of the satellite dish.

VI. 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.

VII. 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.