

PRENTICE AVENUE TOWNHOME ASSOCIATION, INC.

RULES AND REGULATIONS (Adopted by the Board of Directors, April 1, 2002)

The Prentice Avenue Townhome Association shall be referred to as the "Board". Owners of record, members of the family and duly assigned tenants shall be referred to as "Residents". The managing agent and personnel shall be referred to as "Management". The Townhome Declaration shall be referred to as "Covenants". "Unit" shall refer to any unit within Prentice Avenue Townhomes.

These Rules and Regulations and the Fining Schedule are established for the mutual benefit of all Residents of the Association. The Board and/or Management shall have the right, power and authority to enforce the provisions in a manner consistent with the purpose for which they are intended.

FINANCIAL POLICY

Annual assessment shall be payable in monthly installments on a prorated basis in advance and shall be due on the first of each month.

1. Payment is delinquent after the tenth (10th) day of each month.
2. A late charge of \$20.00 will be assessed and Resident shall be notified by mail that the account is delinquent.
3. Costs of collection, including attorney's fees, shall be assessed to Resident's account. In addition, lien(s) may be placed on Unit(s) until account has been cleared.
4. The Association shall not be responsible for delays in mail. Payment shall be received and credited to the Association's account by the 10th day of each month, or the first business day thereafter, in order to avoid a late charge.

Special assessments shall be payable as published by the Board.

HOUSEHOLD PETS

No animals, livestock, poultry or insects, of any kind, shall be raised, bred, kept or boarded in or on the Property; provided, however, that (1) dog, cat or other household pet may be kept in any Townhome Unit, so long as it is not kept for any commercial purpose and not kept in a manner as to create a nuisances to other Owners. The Association shall have and is hereby given, the right and authority to determine in its sole discretion that dogs, cat or other household pets are being kept for commercial purposes or are being kept in such a manner as to unreasonable to create a nuisance to other Owners, or that an Owner is otherwise in violation of the provisions of this Section, and to take such action or actions as it deems reasonably necessary to correct the same. An Owner's right to keep a household pet shall be coupled with the responsibility to pay for any damage caused by such Owner's pet.

1. Dogs, cats and other pets shall be leashed and accompanied by the Resident when on the General Common Grounds. The Resident shall dispose of all excrement in a sanitary manner and not outside the Resident's unit.
2. No noxious or offensive activity shall be carried on in a Unit or on the General Common elements nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighbor.
 - a. Pet pollution will be removed daily from Unit patios/balconies or fines will be assessed.
 - b. Nuisance categories shall be: Pet pollution on Common Grounds, barking dogs that are left unattended on patios/balconies, destruction of property (grass damage due to urinating pets), chaining of pets to patio/balcony railing, allowing pets to roam or run freely on Common Grounds and failure to cleanup odor-causing droppings. Fines and/or repair to property will be assessed on all the above listed items.
3. The Owner of any animal found to be malicious, vicious, noisy, and obnoxious or an annoyance to the other Resident's may be ordered to expel the animal from the complex.
4. Pets in violation of these Rules shall be turned over to the Jefferson County Animal Control and Environmental Health Department if first written warning is ignored.

GENERAL COMMON ELEMENTS

There shall be no obstruction of the Common Elements nor shall anything be kept or stored on any part of the Common Elements without the prior written approval of the Board. Nothing shall be altered on constructed in or removed from the Common Elements without the prior written approval of the Board. Any damage to the General Common Element caused by a Resident or Resident employee shall be repaired by the Association at the expense of that Resident.

1. Removal or destruction to trees, shrubs, flowers and other improvements on common elements shall not be permitted.
2. Common sidewalks and driveways shall not be obstructed or used for any other purpose other than ingress to and egress from the Units. Bicycles, motorcycles, newspapers and any other items cannot be stored under or near the front doors or any part of the common elements except in the designated areas. This also includes items cannot be stored under or near the front doors or any bags/sacks of trash left outside of the Unit.
3. No person, child or animal shall be allowed on the Unit roofs under any circumstances whatsoever without the prior written authorization of the Board.
4. Ashes from fireplaces, barbeques, ect... Shall be disposed of property in a fireproof container and not deposited into trash containers until they are cooled properly.
5. Residents shall exercise reasonable care to avoid making, or permitting to be made, loud disturbing or objectionable noise, and in using, playing or permitting to be used or played any musical instruments, radios, phonographs/stereos, television sets, amplifiers and any other or tend to disturb other Residents, in all patio/balcony and all common elements. Violators will be assessed fines and/or be reported to the Littleton Police Department. Minimal noise is required between the hours of 7:00 a.m. and 10 p.m. No noise (quiet time) is required between the hours of 10 p.m. and 7:00 a.m.

6. All rubbish, trash, garbage and other refuse shall be regularly removed from the Units and shall neither be allowed to accumulate thereon nor be burned in outside incinerators, barbeques pits or the like. All containers or other equipment for the storage or disposal of rubbish, trash, garbage or other refuse shall be kept in a clean, sanitary condition and shall be screened by adequate planting or fencing so as to conceal them from public view.
7. The trash dumpster placed on the Common Grounds by the Association shall not be used for disposal of household furniture.
8. Soliciting shall not be permitted on the property and solicitors should be reported to Management.
9. The distribution of handbills and other material to any Unit, on mailbox station, light post, street sign or Common Elements, shall not be permitted except by the approval of the Board and/or its Management.
10. No noxious or offensive activity shall be carried on in any Unit or General Common Elements nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.
11. Owner of vehicles with alarms are responsible for the deactivation in a timely manner from the time the alarm sounds. Violators will be held accountable and will be assessed fines and/or reported to the Littleton Police Department.

ARCHITECTURAL CONTROL

No exterior additions to, alterations or decorations of any Townhome, including but not limited to, any structural alterations to any Townhome or Common Element, nor any changes in fences, hedges, walls or other structures, nor installation of window mounted air conditioning units or any exterior television, radio or other communication antennas of any type, shall be commenced erected, placed or maintained without the prior written approval of the Board.

1. "For Rent" or "For Sale" signs (not more than five (5) square feet per Townhome) will only be permitted on the inside of the patio doors or windows, if applicable. No advertising, billboard, unsightly objects or nuisances of any kind shall be [laced, attached to balcony railings, erected or permitted to remain in or on any Unit, nor shall any sign(s) be permitted in or on the Common Elements without the prior written approval of the Board.
2. Patios and/or balconies, fences windows, screens and doors shall not be left in an unkempt, disrepair, dirty, unsanitary or unsafe condition so as to constitute an annoyance, nuisance, eyesore, and /or hazard to the Residents. This also pertains to wooden lattices or any type of wire screens that are in any way attached and/or hooked to the patio and/or balcony railing. All windows and sliding doors must have screen coverings.
3. No clothing, blankets, bedspreads, rugs, towel or wet laundry will be permitted to be hung from the railings or any other area on the patios and/or balconies.
4. Subject to approval by the Board all Residents shall, within (30) days after occupancy assure that customary and/or appropriate curtains, drapes, shades or blinds are installed on the windows and patio doors. These windows and patio door coverings must be in good condition at all times. Newspapers, blankets, sheets,

aluminum foil and similar material are expressly prohibited after the first (30) days of occupancy and shall be promptly removed upon demand by the Board.

5. Residents shall endeavor to keep the entry premises and patios and/or balconies free of trash, couches and pet dishes which will attract bugs or other animals and is very unsanitary. Disposal of garbage and trash shall be by use of the common trash garbage facility.
6. No Resident shall install any electrical or telephone wire without the approval of the Board.
7. Upon notice of an architectural or aesthetic violation, the Resident shall have seven (7) days which to correct the violation. If the Resident fails to comply after seven (7) days, the Board or its Management shall have the option of removing said violation at Resident's expense or the Resident will be fined \$25 for each day the violation exists past the 7-day notice period.

MOTOR VEHICLES: PARKING AND MAINTENANCE

1. No vehicle may be parked on or within the Project at anytime unless it is within a garage, or on the four general parking spaces on the General Common Elements. No vehicle shall remain on one of the four (4) general parking spaces for more than twenty-four (24) consecutive hours. Those four parking spaces for residential usage only and not for guests. Your guests may use the street as a parking place at any time.
2. No commercial or recreational vehicles, including but not limited to , trucks, trailers, mobile homes, detached camper units, utility and boat trailers, snow-mobiles, race cars, water-craft or house-trailers shall be parked, kept stored or maintained on any Common Element within the Project, including any residential street, alley, or way of access within the Project, nor shall it be parked, kept, maintained or stored on any lot in such a manner that it is visible from any Unit, the Common Elements or any roadway within the Project. The only exception is while temporarily engaged in transport to or from a Unit. Trucks do not include a $\frac{3}{4}$ ton or smaller vehicle; commonly know as a pickup truck, which shall be permitted on the Project. Vehicle(s) or the like will be towed at a Resident's expense, following a 72-hour, second or subsequent prior notice.
3. No advertising signs of any kind are allowed on vehicles. Any such advertising shall be deemed to be a violation.
4. No repairs of any type or washing of vehicles is permitted on the property. (This excludes changing a flat tire)
5. Vehicles parked in handicapped areas without proper handicap permit will be towed without notice.
6. All towing of vehicles will be at the owner's expense.
7. No unregistered vehicles, which means: expired plates, no plates or plates that do belong to the vehicle will be allowed.
8. A vehicle cannot take up more that one parking space.
9. Motorcycles must follow the same rules as vehicle parking. Only one motorcycle per parking space.

GARAGES

1. Under all circumstances, a garage owner must utilize his or her garage as the primary parking space.
2. If a garage owner has one vehicle, the owner must utilize the garage as a parking space for that one vehicle.
3. All garages must be used for the housing of a vehicle. No storage or any other uses will be allowed.
4. All garage doors must remain closed at all times.
5. All garage interiors must be maintained in a safe clean manner.
6. All locks, hardware and other movable parts are the garage owner's responsibility to be maintained in a working aesthetically manner.
7. Garage exteriors cannot be altered. Walls and floors cannot be altered from the original construction plan without written approval from the Board of Directors.

NOTICE, FINING SCHEDULE AND APPEAL

1. Notice of violation shall be served on the Resident by: 1) mail; 2) in person; 3) posting at Unit entrance; or 4) posting on vehicle(s). Homeowners are responsible for their tenants following all Rules and Regulations.
2. The fines for violations of the above-listed Rules and Regulations, Townhome Declarations or Bylaws, shall be:
 - a. First Offense and/or Violation: A written notice and/or warning letter to Owner/Resident and Tenant.
 - b. Second Offense and/or Violation: A written notice requesting owner to appear at a hearing with the possibility of a \$25-fine being assessed against the Owner/Resident based on the results of that hearing. Failure to appear at any hearing results in automatic default and fine.
 - c. Third Offense and/or Violation: A written notice requesting owner to appear at a hearing with the possibility of a \$50-fine being assessed against the Owner/Resident and Tenant based on the results of that hearing.
 - d. Fourth and Subsequent Offense and/or Violation: A written notice requesting owner to appear at a hearing with the possibility of a \$100-fine being assessed against the Owner/Resident and Tenant based on the results of that hearing.
3. The Board may impose additional fines for habitual offenders.
4. A Resident shall have the right to appeal to the Board at a regular monthly meeting and shall advise Management of the intent to do so, not less than twenty-four (24) hours prior to a scheduled meeting.
5. The Resident shall be personally liable for all fines and/or penalty assessments. In the event said fine and/or penalty assessments are not paid within fifteen (15) days, the Association may thereafter commence an action at law, or in equity, or both, against any Resident personally obligated to pay the same, for recovery of said assessment, plus a \$20 late charge, as foretasted. The prevailing party shall be entitled to recover its reasonable attorney's fees and associated costs and expenses incurred in connection with such legal proceedings.

RIGHT TO ENFORCEMENT

The Association or any Resident shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges not or hereafter imposed. Failure by the Association or a Resident to enforce any Declaration or Rules and Regulations shall in no event be deemed a waiver of right to do so thereafter.

These enforcement provisions may be in addition to other specific provisions outlined in these Rules and Regulations, the Association's Declarations, Bylaws or Articles of Incorporation. The Association may at any time, choose legal remedy or seek assistance from other enforcement authorities, such as Police, Fire or Animal Control.

The Board of Directors reserves the right to determine enforcement action on a case-by-case basis and to take other action as it may deem necessary and appropriate to assure compliance with the Rules and to create a safe and harmonious living environment within Prentice Avenue Townhomes.

Residents are encouraged to assist in the enforcement of the Rules and Regulations by reporting violations and/or violator's to Management or the Board of Directors.