

SILVERTREE CONDOMINIUM ASSOCIATION, INC.  
RULES AND REGULATIONS  
REVISED APRIL 12, 2006

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Silvertree Condominium Association, Inc., recorded in the office of the Jefferson County Clerk and Recorder on April 23, 1994, with Reception No. 84036263, and those certain By-Laws for Silvertree Condominium Association, Inc. provide that the Board of Directors of Silvertree Condominium Association, Inc. (the "Association") may establish such rules and regulations as may be necessary for the operation, use, occupancy and enjoyment of the Common Area at Silvertree;

WHEREAS, the Board of Directors ("Board") of the Association desires to establish, adopt and enforce the following Rules and Regulations of the Association, to be effective as of the date hereinafter stated, and as of such date, to supersede any and all Rules and Regulations previously adopted by the Board;

NOW THEREFORE, effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, the Board hereby establishes, makes and adopts the following provisions as and to be the Rules and Regulations of this Association.

**I. PETS**

A. No animals, livestock, poultry or bees of any kind shall be raised, bred or kept in the Project except as provided below.

B. No more than two (2) dogs or two (2) cats, or two (2) other household pets shall be kept, raised or boarded in any Unit.

C. No pet shall be kept for any commercial purposes.

D. Pet owners shall promptly clean up after their pet and dispose of the same in a suitable container.

E. Pets shall not be walked where excretions may damage grass, shrubs or trees, or become an annoyance or nuisance to others. Damaged shrubs, trees, etc., will be billed to Unit Owner.

F. Dogs shall not be allowed to roam unleashed on the Common Area or on other's Units.

G. Pets shall not be chained or tethered so as to allow pets access to any Common Area, nor shall pets be left chained or tethered outdoors, unattended, so as to become an annoyance or nuisance to others from barking or such other cause.

H. All dogs must be leashed and under the control of a person at all times while outdoors as per Lakewood City ordinance.

I. The owner of any animal found to be malicious, vicious, noisy or obnoxious to the other owners or tenants of the Association may be ordered to expel the animal from the Project.

J. Any person keeping an animal inside a private patio area shall be responsible for maintaining the area in a sanitary manner to prevent odors and excrement from offending other owners or tenants.

**II. MOTOR VEHICLES/PARKING AND MAINTENANCE**

A. Inoperative, Unused, Unregistered or Abandoned Vehicles:

No inoperative, unused, unregistered or abandoned vehicles shall be stored, parked, maintained or kept upon any part of the Project, including any residential street, alley or way of access within the Project. "Inoperative, abandoned or unused vehicle: shall mean any automobile, truck, motorcycle, trailers, mobile homes, detached camper, boat trailers, snowmobiles, race cars, watercraft, house trailers or motorbike which has not been driven under its own propulsion or has not been moved outside of the Project for a period of two (2) week or longer. Inoperative, abandoned, unregistered or unused vehicles shall be subject to ticketing and/or towing at the owner's expense, as provided herein or by applicable law.

B. Recreational or Commercial Vehicles:

No commercial or recreational vehicles, including but not limited to no bigger than ¾ ton or no double wheeled trucks, trailers, mobile homes, detached camper units, utility and boat trailers, snowmobiles, race cars, watercraft or house trailers shall be parked, kept, stored or maintained on any Common Area within the Project. Vehicles in violation hereof shall be subject to ticketing and/or

towing at owner's expense, as provided herein or by applicable law.

C. Emergency Service Vehicles

An Owner who volunteers for a fire department or is employed by an emergency service provider, and as a condition of such service, is required to maintain an emergency service vehicle, may park a designated emergency service vehicle with a weight rating of ten thousand pounds or less on the Association's private roads, driveways or otherwise within the Project, so long as parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other unit owners to use the roads and driveways within the Project. The Association reserves the right to request employment documentation or service verification from the Owner and may impose reasonable restrictions on where the Owner may park the vehicle.

D. Parking Spaces:

There is one assigned parking space per unit. No more than two vehicles per unit are allowed in the Project. Second vehicles are to be parked in unassigned spaces. Owners keeping more than two vehicles on the premises are in violation.

Any violation these Rules and Regulations concerning motor vehicles and parking may receive fines and may also be handled in the following manner:

1. OFFENSE/VIOLATION: Written Notice of Intent to Tow to Unit

Owner/Vehicle Owner or posted on subject vehicle. If vehicle in violation of paragraphs 2(A), 2(B), 2(C) or 2(D) hereof is not removed within seventy-two (72) hours after notice of intent to tow, the Association shall be entitled to tow the subject vehicle and the Unit Owner and Vehicle Owner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in such towing and/or storage.

E. No automotive maintenance, mechanical, body or engine work, overhauling or similar automotive repair work for commercial and/or business purposes shall be performed in any portion of the Project. Only minor automotive maintenance and upkeep of a resident's private

vehicle, not to exceed thirty (30) minutes, may be performed on any Common Area or a street within the Project, and in all cases, no automotive maintenance or repair work shall be conducted or carried on within the Project as to become an annoyance, nuisance, eyesore, hazard or do destruction or damage to the Project.

### **III. USE AND RESTRICTIONS OF COMMON AREAS AND PRIVATE RESIDENCES**

A. Common sidewalks and streets shall not be obstructed or used for any other purpose than ingress to and egress from the units and parking spaces, therefore, no playing or throwing of balls etc. is allowed. Bicycles, motorcycles, firewood, trash and any other items cannot be stored under front entrances or any other part of the Common Areas. Limited Common areas are not to be used as storage areas. i.e. patios and balconies

B. No work or alteration of any kind shall be done upon the exterior walls, roofs, fences or garages or upon the general or limited Common Elements unless previously authorized in writing by the Association. Architectural controls are more fully provided in Section 11 of the Declaration. Board approval must be obtained prior to storm door installation or changes to the back yard or side yard fence.

C. No owner, resident or lessee shall install any electrical or telephone wiring for any purpose on the exterior of any building in the Project. Nor shall any cable, television or radio antennae, machines, swamp coolers, fans or air conditioning units be installed on the exterior of any building in the Project, including any part of the side yard, or protruding through the windows, walls or roofs of any residence except as may be expressly authorized in writing by the Association.

D. 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, barbecue 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 prior to trash pick-up time.

E. Any damage to the general Common Elements caused by a Unit Owner, a member of his family, a guest, a tenant, a lessee, a licensee, or an employee of said Unit Owner shall be repaired by the Association at the expense of that Unit Owner.

F. No person what so ever, animal or item shall be allowed on the roofs

or in the common area trees of the Project under any circumstances whatsoever

without the prior written authorization of the Board.

G. The Association assumes no responsibility for, nor shall it be liable for, any loss of or damage to articles stored in any storage areas, back or side yards. Homeowners are responsible for obtaining insurance coverage on their personal property. Homeowners should check their insurance coverage for proper insurance. It is recommended that fire extinguishers be acquired and that fire alarms be installed and kept in working condition.

H. Owners/tenants shall endeavor to keep the premises free of trash. Trash shall be placed at the closest island no earlier than 5:00 p.m. the night before the scheduled pick-up. Trash shall be

contained in secured trash bags. No plastic or metal containers are allowed to be used.

I. Trash companies under contract with the Association shall not be used for the disposal of building materials, furniture, appliances, etc. The owner shall be responsible for disposing of such items by removing the item from the premises.

J. Side yards and back yard fences, windows and doors shall not be left in an unkept, disrepaired, dirty, unsanitary or unsafe condition so as to constitute an annoyance, nuisance, eyesore and/or hazard. If applicable owners are responsible for all maintenance of fenced back yards. i.e weeds, trees, bushes, insect control, etc.

K. Owners and occupants shall exercise reasonable care to avoid making, or permitting to be made, loud, disturbing or objectionable noise, and in using or playing, or permitting to be used or played, musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices including cars, trucks and/or motorcycles in such manner as may disturb or tend to disturb owners, tenants or occupants of other units.

L. Appropriate curtains, drapes, shades or blinds need to be installed on windows and patio doors. Newspapers, blankets, sheets and aluminum foil and similar materials are expressly prohibited. Window screens and screen doors are to be kept in good order and repair at all times. No items may be hung from or on railings. i.e. wet towels, etc.

M. West Metro Fire Protection has implemented a regulation that prohibits the use and operation of barbeques on combustible decks and balconies of apartments and condominiums or within ten feet of any combustible material. This includes: Propane BBQs, Natural Gas BBQs, Charcoal BBQs, Hibachi's and any open flame cooking device. BBQ's are only allowed in open areas away from trees and buses.

#### **IV. INCREASED RISKS, DAMAGE**

A. Nothing shall be done or kept in any Unit or in or on the Common Elements, or any part thereof, which would result in the cancellation of the insurance on the Project or any part thereof, or increase the rate of the insurance on the Project or any part thereof. Nothing shall be done or kept in any Residence Unit or in or on the Common Elements, or any part hereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other imposed requirement of any governmental body. No damage to or waste of the Common Elements, or any part thereof, shall be committed by any Owner or member of the Owner's family, or by any guest, invitee or contract purchaser of any Owner. This specifically refers to, but is not limited to, the storage of flammable liquids in any Unit or Common Area. The Association is expressly authorized to remove any and all materials that may be deemed hazardous by the Association and/or any other regulating agency, with the cost of the removal to be billed back to the Unit Owner directly.

#### **V. DISPLAY OF THE FLAGS**

Installation and Display of the American Flag as defined in Chapter 1 of Title 4 of the United States Code, as amended.

A. One American Flag may be displayed on each Unit, in the window of the Unit Owner's Unit, or on a balcony adjoining the Unit Owner's Unit if the American Flag is displayed in the following Manner:  
At all times, when displayed, the American Flag shall be displayed in

accordance with the requirements of the U.S. Flag Code.

1. If displayed outside of the Unit Owner's Unit, the American Flag may be attached only by means of an outrigger bracket attached to

the railing of the patio or balcony of the Unit, or the wood trim surrounding the door of the Unit or a window of the Unit. Other flagpoles are prohibited.

The mast of the American Flag may not exceed 6 feet in length and 2 inches in diameter. Except as stated above, no outrigger bracket may be installed on any

of the Common Elements without prior written consent from the Board of Directors. The American Flag may not exceed 3 feet by 5 feet in size.

2. Masts shall not encroach upon another Owner's Condominium Residence. Masts are required to withstand winds of 80 miles per hour.

B. Installation and Display of Service Flags:

1. One Service Flag may be displayed for each branch of the military service in which the Unit Owner or members of the Unit Owner's immediate serve. Service Flags may only be displayed from the inside of a window or door of the Unit Owner's Unit.

2. Dimensions of the Service Flag may not exceed 18" X 32"

C. General Rules Regarding Display of Flags.

1. Flags must be replaced if they become visibly worn.

The Board

of Directors reserves the right, at its sole discretion, to determine whether a Flag must be repaired or replaced. If not repaired or replaced within a reasonable time after receiving notice from the Association, as determined by the Board of Directors, the Flag must be removed.

2. The Flag may not be illuminated.

3. Flags other than the American Flag or Service Flags may be

displayed only with prior written Board Approval. No other flags shall be displayed on an Owner's Unit or the Common Elements.

D. Association Maintenance of Locations upon which Outrigger Masts are installed:

1. If brackets are installed on property for which the Association has maintenance responsibility; Owners retain responsibility for bracket, mast and Flag maintenance. Owners must not install brackets in a manner that will result in increased maintenance costs for the Association or for other residents. If such damage occurs or increased maintenance is required, Owners are responsible for these costs.

2. If maintenance to be performed by the Association requires bracket and Flag removal, the Association shall provide Owners with reasonable notice. Owners shall be responsible for removing brackets and masts before maintenance begins. If Owners do not remove brackets and masts by the required time, then the Association may do so, at Owners' expense. The Association is not liable for any resulting damage to brackets, masts or Flags.

**VII. DISPLAY OF POLITICAL SIGNS.**

A. Owner's/Tenants may display professionally-lettered, Political Signs in the windows of their Units, no earlier than forty-five days prior to a scheduled election day and no later than seven days following the day of the election to which the sign applies.

B. No Political Sign displayed within the Association shall exceed the maximum dimensions of 36" X 48" or a maximum height of four feet. Signs must be replaced if they become visibly worn.

C. No more than one Political Sign per political office or ballot issue that is contested in a pending election may be displayed in any single Unit. Political Signs may not be illuminated.

**VIII. NOTICE OF COMPLAINT AND RIGHT TO HEARING**

A. Upon receipt of a Complaint, if the Board determines that the allegations in the Complaint are sufficient to constitute a violation of the Documents and that action is warranted, the Association shall send a notice to the person(s) (the "Respondent") alleged to have violated the Documents, by certified mail, return receipt requested, addressed to the mailing address of the Respondent appearing on the records of the Association. The notice shall advise the Respondent of the following: (1) the details of the Complaint, or include a copy of the Complaint; (2) the action that may be taken; (3) his or her right to be heard, either orally or in writing, by the Board or by a tribunal or committee appointed by the Board at the next meeting of the Board which is at least fifteen days after the date of the notice; (4) the date on which the hearing will be scheduled; and (5) the Board's right to proceed with or without a hearing, at its discretion, to make its determination of the allegations contained in the Complaint based on all relevant facts and circumstances if the Respondent fails to appear at the specified date and time or otherwise respond to the Complaint. The Board may determine that the Respondent's failure to respond or appear at the hearing constitutes a no-contest plea to the Complaint and enforce the provisions of the Documents.

Each hearing is open to attendance by all Members of the Association

The Association may additionally be entitled to perform such necessary maintenance, replacement or repair work to properly maintain the Common Area

and the Unit Owner shall be personally obligated to repay the Association for the expenses, costs and fees incurred in performing such work. If the Association needs to do any repairs to rectify the object of the fine, an additional 10-day Hearing letter will be sent prior to the Association doing the repairs and charging for the expense. Prior to the third and fourth fines being assessed, the same procedure will be followed.

The prevailing party shall be entitled to recover its reasonable attorneys' fees and associated costs and expenses incurred in

connection with any legal proceedings.

B. Fines may be levied for violations of the Documents as follows:

<u>Number of violations in a 12 month period regarding the same subject</u>	<u>Fine Amount</u>
First Violation/Complaint: Warning	
Second Violation/Complaint: \$25	
Third Violation/Complaint: \$50	
Fourth and subsequent Violations/Complaints: \$100	

The Board may suspend membership privileges for continued non-compliance.

#### **IX. COMPLAINTS, VIOLATIONS, REPAIRS AND MAINTENANCE**

A. All complaints, violations, repair and maintenance items are to be reported in writing. Violation letters must be dated and signed by the sender and must state the violation, the address of the violator, dates and times of the violation and a detailed description of the violation. Only emergencies should be called into the Management Company.

#### **X. MONTHLY ASSOCIATION DUES**

A. Monthly Association Dues are due on the first of the month and delinquent if not received by the 10th of the month or a \$20.00 late fee will be assessed. Late fees will not be waived under any circumstances. Failure to pay your dues will result in another \$20.00 late fee assessment the next month. The amount due shall bear interest at a rate of eighteen percent (18%) per annum from the due date until paid.

##### **B. Return Check Charges**

1. A twenty dollar (20.00) fee shall be assessed against an owner in the event any check is returned by the bank for any reason whatsoever. If two or more of an owner's checks are returned unpaid by the bank within any twelve month period, the association may require that all future payments, for a period of one year, be made by certified check or money order.

C. Mail your dues to 1200 South Flower Circle, Lakewood, CO 80232 or drop them in the Association mail drop box located on the west wall of the mail enclosure. Make your checks payable to Silvertree Condominiums Assoc. and make sure your Silvertree address is on your check.

#### **XI. RENTAL UNITS**

A. Units that are leased require that the Owner send the Management Company a copy of the lease within ten (10) days of execution of lease. The new address of the Owner and phone numbers plus the phone number of the Tenant must be supplied to the Management Company and changed as the Tenant changes. Leases should be subject to the rules and regulations of the Association.



'  
by \_\_\_\_\_.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Notary Public