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# Rules & Regulations

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Ravencrest  
Condominiums  
Association

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Revised July 2013

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*In the event any of the provisions contained in this booklet are in conflict with any of the provisions of the governing documents (the Condominium Declaration or the "Declaration"), the Amended and Restated Articles of Incorporation and Bylaws; the Governing Documents will be regarded as controlling in the event of any conflict with these Rules.*

The governing documents (dated 24 January, 1983) were drafted with the stated purpose of enhancing and protecting the value, desirability and attractiveness of the property and to benefit all of the parties having any right, title or interest in the Property or any part thereof, their heirs, successors, and assigns. When buyers take ownership of their Condominium Units, they agree to abide by (and advise their family members, guest or tenants of the same requirements) the provisions of the "Declaration," which, in accordance with the intent of those provisions, are for their own benefit and for the benefit of their neighbors as well. Therefore, in addition to this document, please read and understand the Declaration. Buyers should read and review all documents prior to signing any contract or closing upon ownership of a Condominium Unit.

Please be reminded that this document highlights many of the common issues that surface, but is by no means exhaustive and the Board may adopt individual rules at particular times and amend these Rules and Regulations from time to time.

## **I. INTRODUCTION**

Acting on the authority granted by the Declaration, the Colorado Common Interest Ownership Act, and Article IV, Section 4.04 (b) of the "Bylaws" and Article III, Section 3.01 of the "Declaration", the Board of Directors is publishing this booklet with two purposes in mind:

1. To provide a set of guidelines that will address issues not specifically detailed in the "Declaration" and to present those and other guidelines in a clearer, more concise manner.
2. To do what the Board of Directors can to ensure that all owners and residents are aware of the information contained in this booklet.

## **II. ASSOCIATION STRUCTURE**

### **Board of Directors**

The Association is a non-profit corporation, which is directed by its Board of Directors. The Board is elected by the homeowners at the annual meeting each year. Officer terms are for one, two and three (1 / 2 / 3 ) years. The Board is a group of volunteer homeowners, which meet on a regular basis to conduct the business of the Association; that is, to exercise discretion and reasonable efforts, to keep up maintenance and repairs as needed, to take steps to be sure the contractors are honoring their service agreements, and to attempt to see that violations of the Declaration are corrected.

**Board Meetings**

The Board meets together with the Management Company and other contracted representative(s) on a regular basis, all owners are welcome at the monthly board meetings to observe and/or present concerns during open forum. In the interest of time and decorum, the Board may limit the time for discussion and the number of times any speaker or owner may speak about an item. If an owner wishes to discuss an issue at a Board meeting, he or she should notify one of the Board members or the managing agent within (10)-days in advance of the meeting to be placed on the agenda. This is requested as a measure of courtesy to the Board and Management. The Board understands and will take into consideration concerns that may arise within the ten (10)-day period prior to the monthly meetings.

**Actions Requiring Architectural Design Request**

To obtain approval for such actions as required (in accordance with *Article II. Section 2.08 of the Declaration*), Owners are required to obtain approval by submitting an Architectural Design Request, in writing, detailing their request and submitting it to the Property Manager or one of the Board members. The Board, or appointed committee, acting as the Architectural Control Committee, shall approve or disapprove any submissions within thirty (30) days after the submission date. If the Board, acting as the ACC fails to approve any submissions within thirty (30) days after the submission date, such submission shall be deemed to be disapproved. Owner actions that require prior written approval of the Board include, but are not limited to:

- a) All changes, alterations, or installations to the exterior of the unit.
- b) Any change in exterior appearance of the Unit, such as touch-up painting, installing yard ornaments, wind chimes, or yard items that may be viewed by others.
- c) Changing the landscaping adjacent to one's Unit by the addition or removal of any items, including fences, landscaping, rock material, bark/mulch material, shrubs, etc.
- d) Using a designated portion of one's Unit as a home office if the appropriate zoning so allows. The Declaration has restrictions on home businesses where there may be issue with types of nuisance, traffic problems or increase in utilities.
- e) Installation of any exterior lighting on the home, porch, balcony or in the Common Elements; this is to include string lights and rope lighting (with the exception of Christmas Holiday Decorations outlined in section IX of these Rules & Regulations), solar stake lighting, porch lights, etc.
- f) Installation of central air conditioners.
- g) Installation of windows, window screens, if the style and the color is changing. Storm screens or door, front or back entry doors, sliding glass doors must have prior written approval of the Board before any installation, regardless of style, color or finish.

- h) Satellite dishes may not be installed prior to approval: See Attachment #1 for satellite dish and Internet dish information.
- i) Installation or use of retractable clotheslines on the exterior of the unit or surrounding limited common or common elements.

### III. PATIO AREAS

#### General

1. Residents must keep their patios and yards neat, clean and free from personal items and debris. This includes (but is not limited to) immediate pickup of animal excrement, cigarette butts, toys and storing trash out of sight in sealed bags/covered containers. Covered garbage containers are strongly encouraged, as it will decrease any smell from the refuse, and will help cut down on attracting wildlife in the areas. The association is not responsible for any damages caused by wildlife trying to get to refuse that is not properly stored. Any item that would pose a hazard or attracts insects is strictly prohibited. Storage of personal items on decks or patios is prohibited with the exception of reasonable patio furniture and a propane BBQ grill. When not in use, all personal articles must be stored inside the unit. Personal items are prohibited from being stored in the common areas, the Association is not responsible or liable for any articles left in the Common Areas.
2. Strictly prohibited items include, but are not limited to: items that create excessive noise, any condition deemed to be unsightly, any condition which creates a liability or monetary cost to the Association, any condition that endangers the health or safety of one's neighbors, any condition that poses a fire hazard (including failure to properly extinguish cigarettes, leaving cigarettes and/or lighters outside, etc) or produces any noxious or offensive odors, and the storage of any item that may attract insect or other parasitic infestation. Automotive parts, fluids and items and tires are not permitted.
3. Residents are not to dry clothes on upper decks or on fences, or on the Common Elements, or any other outdoor areas except on retractable clotheslines that have been approved, in writing, for installation by the Board or Board appointed.
4. No interior rugs may be on the elevated decks; outdoor rugs may be used upon the condition that there are slits or holes that allow for drainage and do not promote decay or water damage of the deck.
5. No awnings or other projections are to be attached to an exterior wall on any building without prior written consent of the Board of Directors.
6. All landscaping within the backyard fenced areas is the homeowner's responsibility; this also includes trees of all sizes. An Architectural Review Request must be submitted for review *prior* to any alteration or installation of the backyard landscaping (pending approval)

**Front Entry Stoops, Decks/Balconies**

All Units' front entry stoops, decks/balconies and other limited common elements must be kept in a neat and tidy order, free of trash, trash containers, debris, toys, etc. Items permitted on the front and rear of a unit is a reasonable amount of exterior patio furniture (interior furniture is not permitted for use or storage on the exterior of a unit) and a reasonable amount of potted plants (false or silk flowers and plants are not permitted) and one (1) labeled or marked crate/box intended for home dairy or food delivery. "Reasonable amount" is determined within the Board of Director's sole discretion. Items may not be present that pose a safety risk or prohibit an easy and safe path from the threshold to the main sidewalk and steps. Requests to have any additional installations or displays must be submitted, in writing, to the Board of Directors prior to the installation or display of any additional items. Items installed or displayed without written consent or approval from the Board of Directors is subject to removal.

**IV. COMMON ELEMENTS**

*The Common Elements shall mean all "common elements" used by all members of the Association, such as the landscaping, parking, etc. and the Limited Common Elements such as the patio areas, any porches and steps. Please note that wooden decks that are on the ground are the responsibility of the homeowners, as these were not installed by the builder.*

1. Personal possessions (e.g. stereos, tools, bicycles, and toys) must not be left in the Common Elements, in parking areas, in driveways or on sidewalks. When not in use, all such articles must be stored inside the unit.
2. Roller blades, skateboards and recreational equipment are not allowed on the driveways or streets, which may cause damage to the Common Elements or present safety risks for those involved.
3. Residents and guests are not permitted to climb or walk on roofs, trees, fences, or retaining rock walls.
4. Owners are responsible for any damage to any property (the landscaped areas, driveways and sprinkler equipment, exterior surface of the Unit) due to their own actions, or actions on the part of their family members, guests, contractors, tenants, or pets.
5. Owners, tenants, guests, and their family members are not allowed to play any games of any nature so close to the buildings as to create a danger to the structure or cause Common Element or personal property damage.
6. In the interest of safety, owners are strongly encouraged to supervise their family members to avoid potential hazards in the common elements (e.g. moving vehicles in the streets and parking areas, utility boxes, rock walls, etc.).

7. Cigarette butts, other debris and/or refuse is not permitted to be left in the common areas or limited common elements.

## V. MAINTENANCE

### **Association Responsibilities**

*Article V, Section 5.01 & 5.07*

The Association has the duty of replacing, repairing, maintaining any general common element or general common property, but as provided by the Declaration.

#### Exterior Building Maintenance

In addition to maintaining and repairing the Common Elements, the Association shall provide exterior maintenance upon each Unit, which is subject to assessments hereunder as follows: Paint, repair, replace and care for roofs, skylights, flashing, valleys, vents, pipe jacks, chimney caps, gutters, downspouts, siding trim, suspended decks and other exterior building surfaces and other exterior improvements.

Items Not included: (Owner Responsibility) The Limited Common Elements, lights bulbs, light fixtures, wiring, plumbing vents, fixtures, ducts, screens and screen doors, glass surfaces, exterior door and window frames, back yard fencing and other hardware which is for the exclusive use of one Unit. Decks that are on the ground are the homeowner's responsibility as these were not installed by the builder.

### **Owner Responsibilities**

*Article II, Section 2.10*

"...an Owner shall be deemed to own and shall have the right and obligation to maintain, repair, alter and remodel, the interior non-supporting walls, the materials (such as, but not limited to, plaster, gypsum drywall, paneling, wallpaper, paint, wall and floor tile, and flooring, but not including the subflooring) making up the finished surfaces of the perimeter walls, ceilings and floors within the Unit and the Unit's doors and windows, including any patio, balcony, yard or deck enclosure, including fencing." "An Owner shall maintain and keep in good repair and in a clean, safe, attractive and slightly condition the interior of his Unit, including the fixtures, doors, and windows thereof and the improvements affixed thereto, and such other items and area as may be required in the Bylaws." "...an Owner shall maintain, clean and keep in a neat and clean condition the fireplace within his Unit, the deck, yard, porch and/or patio area adjoining and/or leading to a Unit, if any, which areas are Limited Common Elements appurtenant to such Owner's Condominium Unit."

### **Interior of the Units**

The board of Directors has created guidelines to determine the financially responsible party, when damages occur inside the units. While each unit is insured for the full replacement value with no depreciation, this does not mean that all losses are covered by the Homeowner's Associations. Each loss will be reviewed by the Board of Directors to determine the responsible party.

In the event of an emergency, the association, management and/or insurance agent will do what is necessary to stop any further damages from occurring then determine the responsible party. The expense for responding to the emergency could be charged back to the homeowner. If there is an incident in which damages are higher than the deductible, a claim can be filed. If the damages occur from the neglect from the owner / renter the deductible may be the homeowner's responsibility to pay. The Board will review each incident to determine whether the homeowner or the Association is responsible for the deductible. If there is an incident in which the damages are less than the deductible a claim cannot be filed. If the damages originate from property that is owned by the Association and no neglect from the homeowner is proven, then the association may be responsible. The Board will review each incident to determine whether the homeowner or the Association is responsible for the repair of such damages.

### **Plumbing/Freezing Temperatures**

Homeowners must exercise reasonable preventative measures in the event of freezing/exceptionally cold temperatures. In both occupied or vacant/unoccupied units, homeowners should ensure that the furnace to the unit is set to heat at 55 degrees to prevent frozen pipes and flooding that may cause damage to the unit and surrounding units. In addition, during the wintertime and periods of freezing temperatures, homeowners of both occupied and vacant/unoccupied units must remove their exterior garden hose from the exterior spigots (if any) and ensure that the valve is turned all the way 'off'. Vacant units are to be winterized at the individual homeowner's expense.

The Board shall exercise its reasonable business judgment in determining the respective maintenance responsibilities of the Association and the Owners. Decisions by the Board shall be final and conclusive. The Board may make such decisions either by rules or by decisions made in particular instances.

### **Air Conditioners**

#### *a. Installation*

Temporary air conditioners (e.g. window units) or similar appliances such as swamp coolers or heat pumps are not permitted. Acceptable devices are permanent central air conditioners that are installed on the ground immediately next to the Unit. All central air conditioners (or similar appliances) and any related fixtures are to be maintained in an attractive, clean, and safe condition any may be installed only upon the written approval of the Board according to the specifications provided by the Board of Directors. Air conditioning equipment may be required to be screened by adequate planting or fencing in order to conceal it from adjacent units.

#### *b. Operation*

Permanent central air conditioners do not need to be installed and removed each year once the owner has written for and received written permission from the Board for its installation. Air conditioners may not be operated in a noisy, annoying condition. Any loss, damage, or expense incurred from their operation will be the sole liability of their owners.

### **Screen/Storm Doors, Sliding Doors, Front and Back Entry Doors**



All owners must have serviceable screens on all windows and security-screen entrance doors/patio doors (if installed). Written approval from the Board is required as to the color and style prior to installation of any storm or screen door, sliding glass door, or any other front or back entry doors. Two colors are currently approved – bronze [earth tone] and almond [tan] to be displayed on the exterior of the unit. WHITE IS NOT PERMITTED. Please call managing agent for further information.

### **Windows**

#### *a. Windows (glass and frames)*

Each Owner has the responsibility of replacing all windows and doors including the frames hardware and screens. Ripped, torn screens, or screens with loose or hanging or missing rubber piping is not permitted; screens must be in good, intact condition. When being replaced, the windows must match the existing dimensions and style (e.g. the crossbar/grid design and style of opening-double hung/sliding) and must be of acceptable color. Board approval must be obtained in writing prior to any replacements, upgrades or changes.

#### *b. Window coverings*

Anything other than curtains, drapes, shutters, window quilts, blinds or sunshades are not permitted as window coverings. Window coverings in the windows facing the street must be white, or 'earth-tone' colors (ie: brown, tan, off-white, black or grey) on the exterior facing side. No stickers or displays shall be affixed or displayed upon the window (other than those items permitted in SIGNS & DISPLAYS and Holiday Decor).

### **Backyard Fencing**

The fencing that surrounds that backyard area is the sole responsibility of the homeowner. Missing or broken planks, excessive rotting/unsightly appearance and any other defect of the fence must be repaired. The association is not responsible for any damages that are caused to the fencing due to landscaping growth or wildlife. Fencing may not be removed without prior written approval from the Board.

### **Backyard Landscaping**

All landscaping within the backyard fenced area is the responsibility of the homeowner, this includes trees of all sizes. An Architectural Review Request must be submitted for review *prior* to any alteration or installation of the backyard landscaping (pending approval).

## **VI. MISCELLANEOUS**

### **Nuisances – Bright Lights/Loud Noises**

No noxious or offensive activity shall be carried out upon any Unit nor shall anything be done or placed on any Unit, which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others. No activities shall be conducted on the Properties and on improvements constructed on the Properties, which are or might be unsafe or hazardous to any person or property – no firearms shall be discharged (not to exclude bebe guns and air pellet rifles/guns), no open fires shall be lit or permitted on the property (not to exclude barbecue grills). No light shall be emitted from any Unit, which is unreasonably bright or causes unreasonable glare; no sound shall be emitted

on any Unit, which is unreasonably loud or annoying; music may not be played at a volume that may be heard by neighboring units or may be heard on the exterior of the unit; and no odor shall be emitted on any Unit, which is noxious or offensive to others or may cause health risks to others, including cigarette/tobacco smoke or other types of smoke exhaled by individuals. Cigarettes may not be smoked within 10 feet of a surrounding unit's front/back doors.

**Garbage**

Trash is collected one day each week (collection day subject to change). All trash must be placed curbside by 7:00 AM the day of pickup. Trash that is contained within a lidded garbage container may be placed curbside no earlier than 7:00 PM the evening prior to pickup. No garbage, refuse or trash shall be left on any street or Unit but rather should be placed in containers provided by the Owner. Storage of trash is not permitted, nor is any pile-up of refuse that may cause pest infestation or attract wildlife or cause an offensive odor. All trash containers must have the respective unit number marked on the container and lid with permanent ink or paint. No hazardous materials including (but not limited to) car batteries, oil, automotive parts, tires, paint, furniture or other items too large for pick-up shall be disposed of. Each owner is responsible to ensure these items are properly removed. Trash containers must be removed from the common areas by 7:00 PM the day of collection. Failure to remove a garbage container may result in the container being removed from the common area and disposed of by the Association at the individual homeowner's expense. Trash cans may not be stored on the front porch of any unit or upon the common area. If New Years, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving or Christmas falls on a day prior to the normal pickup day, the pickup is delayed one day.

**Soliciting / Flyer Distribution / Advertisement**

No forms of solicitation and/or advertisement are allowed to be distributed or displayed within the community. This includes home business, etc.

**Lease/Rental***Article XI, Section 11.01*

No units shall be leased for less than six (6) months. Short term or hotel type leases are not allowed. Any lease agreement shall provide that the terms shall be subject in all respects to the provisions of the Declaration and Rules, and that any failure by the tenant to comply and conform with the terms and provisions shall be a default under the lease and may be grounds for the Association to impose a fine and/or evict a tenant. Homeowners must provide a copy of this Ravencrest Rules & Regulations to their tenant(s). Homeowners are deemed responsible for all violations of the Ravencrest governing documents of their tenants within Ravencrest. All leases must be written and a copy of the signed lease in its entirety provided to the Association's Property Manager within 10-days after the execution of such lease.

**Photo Cells**

If Owners would like a photocell light, they may install a sensor or replace the fixture at their own expense. The fixture must match the existing style, if not; an ACC request must be submitted. See page 2 for further ACC information.

**Satellite Dishes/Antennae or Aerials**

The Board, prior to Satellite Dish / Antennae or Aerial installation, must approve the location.

Installation of a satellite dish or antenna or aerial without prior written consent of the Board of Directors is subject to removal. Any damage caused to the exterior of the building by the installation of a satellite dish shall be repaired by the Association at the homeowner's expense. No antenna or aerial in excess of 12' in height shall be placed upon or affixed to the exterior of the Unit. See Attachment #1 (page 18-19) for more satellite dish information.

**VII. PARKING & VEHICLES**

*Article X, Section 10.06 and 10.07*

**General**

Vehicles must be parked first in your assigned space. No Owner shall use any parking area or street for storage of a vehicle of any kind. Storage of a vehicle is defined as a vehicle remaining unmoved for a period of 72 hours or longer. Residents and their guests may park additional vehicles in any of the unassigned parking areas (first come, first serve). No vehicle of any type shall be parked on any street or parking area for the purpose of accomplishing repairs or reconstruction thereto except for emergency repairs and then only to enable the movement of the vehicle.

Any vehicle parked in a fire lane, no parking area or otherwise parked in violation of the Declaration and Rules or constituting a threat to the safety of the project may be towed as provided by law, without further notice. Vehicle Owners assume the risk and shall be liable for all fines, towing and attorney fees incurred in any violation. Any vehicles leaking fluids onto the street and/or driveway must be cleaned up immediately and may be subject to removal of the vehicle from the community. All vehicles must display current registration and be in operable condition. Vehicles should not be parked over the sidewalk or curb area, impeding the pedestrian path.

An abandoned vehicle is any automobile, truck, motorcycle, motor bike, boat, trailer, camper, motor home, house trailer, or other similar vehicle which has not been driven under its own propulsion, or moved for a period of 72-hours or longer. If the unused vehicle is not removed within 72 hours after notice, the Association shall have the right to remove the vehicle at the owner's expense. The Board or its property manager shall make the determination of an unlicensed, inoperative, stored or unused vehicle in their sole discretion.

No part of the community shall be used as a parking, storage, display or accommodation areas for any type of trailer, house trailer, camping trailer, recreational vehicle, boat, boat trailer, running gear, or commercial vehicle, or their accessories.

**Commercial Vehicles**

'Commercial Vehicle' shall be defined as any vehicle having any or all of the following characteristics: Permanent or temporary lettering advertising a business (within the window of the vehicle or upon the body-hood & roof included- of the vehicle), racks or mounts for equipment or tools on the exterior or interior of the vehicle, equipment, implements or tools mounted to the vehicle itself, having greater

than a one-ton load rating or any other characteristic that the Board determines to be indicative of a vehicle used primarily for commercial purposes.

**Excessive Parking**

The Ravencrest parking lot is designed with 482 parking spaces to accommodate 240 units. Parking an excessive amount of vehicles, 'regularly' or daily, whether the vehicles are used regularly or not, is not permitted. Any excessive parking situation which makes it difficult for surrounding units and residents to find easily accessible parking shall be resolved by the Board of Directors within their sole discretion. 'Excessive parking' shall be determined by the Board in their sole discretion. A reasonable amount of vehicles per unit to be parked within the parking area shall be determined within the Board's sole discretion.

**Vehicles**

All vehicles shall meet local noise requirements, automobiles and motorcycles must have mufflers in good working condition. Vehicles also must be properly maintained and kept in a slightly condition free of broken wind shields, broken taillights and/or headlights, excessive body damage and exposed rust. The determination of a properly maintained vehicle is determined solely by the Board of Directors. Any damage caused to the community (Common Elements) by improperly maintained vehicles will be repaired by the Association and billed to the Owner. No vehicle shall be left upon blocks, jack stands or the like, or remain in a condition where it cannot be moved under its own power. Vehicles should not exude an excessive volume of music while operating within the community; music within a vehicle may not be heard outside of the vehicle.

**Speed**

Vehicle speeds (including the vehicles of homeowners, tenants, residents, guests, vendors and contractors) shall not exceed 15 M.P.H. Driving on grass and sidewalks is prohibited. Motorists shall observe and obey the STOP signs within the community by making a complete stop and checking for traffic and pedestrians before re-accelerating. Motorists that exceed the speed limit and fail to stop at stop signs are subject to the Enforcement Procedure outlined in these Rules & Regulations.

**Recreational Vehicles and Moving Trucks**

In order to allow an owner to clean, load and unload the recreational vehicle or moving truck, a maximum period permitted to park within the community is eight (8) hours within a 24 - hour period.

**VIII. PETS***Article X, Section 10.03*

The Association has encountered considerable difficulties with pets, including damage to the Common Elements, defecation, barking and noise, running loose on the Common Elements and risk of injury to children and other persons. These rules are necessary for the health, safety, welfare, comfort and property values of the Ravencrest Condominium Owners Association.

**Pet Rules**

The board has adopted the following Pet Rules and Regulations which are subject to the *PETS ENFORCEMENT PROCEDURE* (page 14):

- 1) **LEASHES:** No pet shall be permitted to run loose around the buildings or grounds. Leashes must be used 100% of the time that the animal is within the common area (outside of the unit and outside of the unit's fenced backyard). A physical leash that has one end properly attached to the animal and the other end is held the hands of the responsible owner or person must be used. Electronic training collars are not acceptable "leashes must be used."
- 2) **UNATTENDED ANIMALS & PROHIBITED ITEMS:** No pet shall be chained or tethered outside any Townhome Unit or otherwise left unattended. No pet shall be left unattended on any unit's balcony or left unattended within the fenced backyard area of a unit for any length of time. Dog doors which permit the unrestricted in-and-out access of a pet are not permitted. Dog houses, crates or kennels are not permitted on the exterior of the units as these items are purposed for the use of animals when they are unattended, which is prohibited.
- 3) **WASTE REMOVAL:** No pet shall be permitted to defecate on the walk, driveways, landscaped areas, or elsewhere about the buildings and grounds of Ravencrest without it being cleaned up after immediately. All pet owners and responsible persons charged with the care of the pet must be prepared to remove any pet excrement immediately (ie: be in possession of a doggie bag or scoop prior to the animal relieving itself). No pet shall be allowed to damage the grass, trees shrubs, exterior of the buildings, or any other portion of the Common Elements.
- 4) **NOISE:** No pet shall be permitted to bark, howl, whine or otherwise create any obnoxious sound, odor or disturbance.
- 5) **BREEDING:** No pet(s) shall be kept for the purpose of breeding, boarding, or commercial purposes.
- 6) **QUANTITY OF PETS PERMITTED:** Each owner is limited to a total of two (2) pets, meaning two cats, two dogs, or one dog and one cat. A reasonable number of household pets (ie: birds, guinea pigs, fish, etc) are permitted. The Board in its sole discretion may make the distinction of 'reasonable'. No poisonous snakes are permitted. The Board may require the registration of dogs and cats, as well as pet deposits and fees, when appropriate.

**Reporting Pet Rule Violations**

Homeowners who wish to report a violation of these pet rules must contact management, in writing (by letter or email), stating the address of pet owner, breed/description of pet, the rule(s) which have been violated as well as the date and time of violation.

**Pet Owner's Duties**

The Owner of any pet shall assume any and all liability for the pet and its compliance with the Declaration, these rules and any future rules adopted by the Board.

The owner of a pet hereby releases the Association, its agents and representative, from any claims regarding such pet and shall indemnify and hold the Association, its agents and representatives,

harmless from any liability for bites, enforcement of this Rule, injuries, damages, claims or expenses, including without limitation reasonable attorney's fees, relating to the pet. The owner of a pet shall ensure that it is kept in a clean, quiet, and controlled condition. The owner of a pet agrees that the Association has authority to revoke the right of the occupant to house a pet if there is a violation of the Declaration or Rule or any future rule and may require the immediate removal of that animal.

An owner of a Unit shall advise his or her guests, occupants, and tenants of the Declaration, this Rule, and any future rules, and the owner shall be responsible for compliance by such people, including without limitation, the payment of fines and the removal of any person's dogs or pets from the premises if any violations occur. Any person entering Ravencrest shall be deemed to be aware of the Declaration, this Rule and future rules and to agree to comply fully and promptly with those requirements.

**Pets Enforcement Procedure**

PETS ENFORCEMENT PROCEDURE	
<i>All Pet Rule Violations of these Ravencrest Condominiums Association Rules &amp; Regulations are subject to the following enforcement procedure:</i>	
First Violation	Initial Letter (opportunity for hearing, fine warning)
Second Violation	Second Notice (sanction/fine applied \$100.00)
Third Violation	Third Notice (sanction/fine applied \$200.00)
Fourth Violation	notice (sanction/fine applied \$300.00, notice that subsequent violations will be sent to legal counsel to seek compliance)
Subsequent Violations	Order to remove pet from community, matter sent to legal counsel
<p>a. This procedure is applicable ‘per instance’ or occurrence of pet violation.</p> <p>b. All fines are due and payable within 30 days of the date of the imposed fine and shall be considered ‘late’ if not received by the 21<sup>st</sup> of the month following. Any unpaid balance or delinquent amount due to fines incurred by violation of these Pet Rules &amp; Regulations shall be subject to the same late fees and could bear interest in accordance with the Association’s governing documents. A delinquent fine could result in a lien being filed on the unit for nonpayment. The lien could be foreclosed on as provided in the Declaration. Owners of units shall be responsible for any legal fees incurred by the Association in attempt to gain compliance and the Association may seek the recovery of costs, expenses and other collection costs.</p> <p>c. The Association may suspend the voting rights of any Owner of a unit found by the Association to be in violation of these Pet Rules.</p>	
<p><b>**Any dogs exerting aggressive behavior or involved in attacks/fights towards either persons or other animals may be ordered for immediate removal from the community.</b></p>	

**IX. SIGNS & OTHER DISPLAYS****For Sale / Rent Signs**

*Article X, Section 10.10*

One (1) for sale or for rent sign is allowed to be displayed in a window. No sign, advertisement, notice, lettering, banner or disruptive design of any kind shall be displayed or placed by any Unit owner upon any part of the Common Elements. Open house or other advertisements are not permitted.

**Security Signs**

The display of a home security system sign, maximum of 2, must be placed in the ground within two feet of the exterior of the home, and be within 4 feet to the front/rear entrance doors.

**Decorative and Holiday Items Appearing on the Exterior of Units**

Definitions:

*Holiday decorations are defined as any item that is traditionally related to a particular holiday. (e.g., turkey at Thanksgiving, bunny or chick at Easter, jack-o-lantern at Halloween, etc.)*

*Seasonal decorations are defined as any item that is customary for a particular season of the year. (e.g., leaves during autumn, snowmen during winter, tulips during spring, etc.)*

*Decorative items are defined as any item not related to a specific season or holiday. (e.g., animal figurines, potted plants, sports team decorations, etc.)*

- 1) On an annual basis, Christmas Holiday decorations may be put up no earlier than Thanksgiving Day and must be completely removed by January 31<sup>st</sup>. Christmas decorations are allowed in the common areas adjacent to units; however, the homeowner will be responsible for any damage to the common areas or the exterior of the building resulting from placement of these decorations and the cost associated with repair of damages to the common areas or other exterior element.
- 2) On an annual basis, all other holiday decorations may be displayed 14 days prior to the holiday and removed 7 days after that holiday (e.g., Halloween falls on October 31, decorations may be displayed on or after October 17<sup>th</sup> and must be removed by November 7<sup>th</sup>). All other holiday decorations (Christmas Holiday Decorations excluded) may not be displayed in the common areas.
- 3) Items that are considered Seasonal Decorations that are not holiday specific may only be displayed for the duration of the season (ie: Snowmen may only be displayed during the Winter season, etc).
- 4) All holiday, seasonal, and decorative items placed and displayed are subject to the Board of Director's sole discretion.

**X. SWIMMING POOL / CLUBHOUSE****Pool**

The swimming pool is open from Memorial Day through Labor Day each year. Depending upon usage, weather and maintenance issues the pool may be open prior to Memorial Day and/or left open past Labor Day. The following rules apply to the pool and clubhouse use:

- 1) Children under the age of 16 must be accompanied by a parent or adult guardian; an adult being someone at least 18 years old.
- 2) For safety's sake, no glass containers or running are allowed in the pool or pool deck area. Those found to be using glass in the pool or pool deck area are subject to revocation of the pool amenity use.
- 3) No food or drinks in the pool.
- 4) No smoking in the pool, clubhouse, or within the fenced-in pool area.
- 5) Every person in the pool area must be properly clothed. No nudity, including small children, at any time. Children who are not toilet trained must be wearing diapers and plastic pants or swim diapers while in the pool area.
- 6) Pets are not permitted in the pool, fenced-in pool area or the clubhouse. Tethering pets is strictly prohibited.
- 7) Please clean up after yourself when leaving the pool area.
- 8) Please keep music limited to a volume that does not disturb other pool guests.
- 9) Use is solely restricted to residents and their guests. Residents and homeowners using the pool may not open the pool gate for any person not in possession of a key (unless they are your guest). Owners or Residents must accompany any guests and/or family members. No more than 4 guests per unit are allowed in the pool at any time. Larger parties must reserve the clubhouse and put down the required deposit. Failure to comply with any of these rules may result in the loss of pool privileges and/or fines. The pool may not be reserved.

**Hours of Operation**

Pool: 8:00 a.m. To 8:00 p.m. After hours use of the pool is strictly prohibited and trespassers will be prosecuted. Closed-circuit security cameras are in use in the pool area.

**Clubhouse**

Please contact management agent to confirm a date and time. Before using the facility, a cash deposit and a non-refundable usage fee is required; these fees are dependent upon seasonal demand. The individual owner may be responsible for lock up and return of the key to management or an Association agent. The release of the clubhouse for private use may be dependent upon signing a usage agreement and pre-inspection of the facilities. The deposit will be released after an on-site representative has inspected the clubhouse for cleanliness/damage. Commercial use of the clubhouse is strictly prohibited.



**XI. ENFORCEMENT PROCEDURES**

Anyone observing a violation should notify the Management Company in writing. For proper documentation, such notification should be provided in writing (either by mail, fax or email) and include the name and unit number of the person(s) in violation (if known) and the date, time, and location of the violation. Be sure to include your own name, address and phone number.

Anonymously reported violations will be disregarded by the Association and considered 'without merit'. Pursuant to Article V, Section 5.13 Enforcement by Association, the Board of Directors will enforce the "Declaration," Articles of Incorporation, Bylaws, decisions, resolutions and Rules and Regulations with the following procedure (excluding violations of the Pet Rules, which are exclusively subject to the *PETS ENFORCEMENT PROCEDURE* outlined in section VIII. Pets, page 14) :

**1. First Notice:**

Notice of a violation(s) will be sent in writing to the Owner by mail or email.

**2. Second Notice:**

Failure to correct the violation in the allotted time (if given) designated in the first letter will then result in a second notice being sent to the offering the owner an opportunity for a hearing before the Board at the next scheduled Board meeting and the letter shall include a fine warning.

**3. Hearing:**

Any legal or statutory rule of evidence and procedure shall not apply to the hearing, and the Board may restrict testimony or proceed in any manner or order, which it deems appropriate in its discretion. The Board may proceed with the hearing even if the violator or complainant fails to appear or refuses to participate. The Board may modify its procedures for particular circumstances, and any modification or non-compliance with these Rules shall not invalidate or impair any fine or other enforcement.

**4. Third Notice/Fine:**

- a) Any Owner, occupant or other person who violates this Declaration, these Rules or any future rules, shall be subject to a minimum fine of \$50.00 per occurrence/violation, with recurring fine assessments until the owner complies with the Association's requests.
- b) The Board may impose a punitive, initial fine for an initial violation depending upon the situation, severity and other circumstances surrounding the violation. Fines will be formally imposed only after a hearing has been held.
- c) Owners of Condominium Units shall be responsible for the compliance of the Association governing documents and fines of their tenants, occupants and guests.
- d) In addition, the Association may suspend voting rights and may exercise other rights and remedies, including taking legal action and/or assigning the case to collection agents, as well as seeking the recovery of costs, expenses and reasonable attorney fees.
- e) Fines will be due and payable within thirty (30) days of the date of the imposed fine.
- f) Fines will be considered delinquent on the 21<sup>st</sup> of the month following. A delinquent fine could result in a lien being filed on the unit for nonpayment and could bear interest (18 percent per annum), late fees and legal fees (*Article VI, Section 6.07*). The lien may be foreclosed as provided in the Declaration.
- g) Payment of an assessed fine does not relieve the violator from the responsibility of correcting the covenant violation.

5. Owner/Agent/Tenant Responsibility:

Owners shall be responsible for violations committed by their guests, contractors, family members, agents or tenants. The Association may proceed against the owner. It is within the best interest of the Owner to supply any renters with a copy of these Rules & Regulations.

## XII. **AMENDMENT AND GENERAL PROVISIONS**

### **General**

- a) The Board hereby reserves the right, at any time and from time to time, to modify, amend, repeal or re-enact these Rules and Regulations in accordance with the Declaration, the Articles of Incorporation and Bylaws of title Association, and applicable law.
- b) Failure by the Association, the Board of Directors 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.
- c) Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all gender.
- d) The provisions of these Rules and Regulations shall be deemed to be independent and sever-able, and the invalidity of anyone or more of the provisions hereto, 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 shall remain in full force and effect.
- e) The captions 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 Rules and Regulations or the intent of any provision hereto.
- f) The Association shall be entitled to recover its attorney's fees and expenses in any enforcement of the Declaration or these Rules, or both.

## ATTACHMENT #1

**SATELLITE DISH INSTALLATION RESOLUTION (REVISED)**  
**RAVENCREST CONDOMINIUMS ASSOCIATION, INC.**  
JANUARY, 2001

*RESOLVED THE FOLLOWING POLICY WITH REGARD TO THE INSTALLATION OF SATELLITE DISHES THIS DATE:*

- II. Purpose. The Board of Ravencrest Condominium Association, Inc. ("the Association") adopts this policy in compliance; with recently issued regulations by the Federal Communications Commission regarding the installation of satellite dishes and other antennas, The Board has adopted this policy for the purposes of promoting the health, safety and welfare of the residents of the Development, their invitees and guests and to preserve and protect the values of the properties within the Development.
- III. Notice. A notification of intent to install any antenna as defined by FCC regulation including any satellite; dish not exceeding one meter ("antenna") shall be submitted to the Association's manager no later than three (3) business days prior to installation in the form attached hereto.
- IV. Size. Only antennas allowed by FCC regulation and this Resolution shall be allowed by the Association, Installation of any satellite dish greater in diameter than one meter (39.37 inches) is prohibited.
- V. Common Elements. *Installation of any antenna to any general common element, limited common element or common area including sides of buildings, rooftops, lawns, porches or windows is prohibited.* The only exception to this prohibition is the mounting of antennas to the chimney, which shall be approved by the Board consistent with the requirements set forth in Article II.
- VI. Location. If an acceptable quality of signal can be received by placing the antenna wholly inside a unit, then outdoor installation is prohibited. To the extent that it does not impair reception of an acceptable quality signal, an antenna shall only be installed on the patio, balcony or deck under the exclusive control of the owner and shielded from view to the maximum extent possible from neighboring units or nearby streets. An antenna shall be no larger nor installed any higher than is necessary for reception of an acceptable quality signal.
- VII. Standards for Installation. All antennas shall be installed so as to comply fully with the FCC requirements and so as not to protrude beyond the railing of such balcony, deck or patio, or approved chimney location. All Installations shall be completed so as not to damage common elements, limited common elements, individual units, or void any warranties of the Association or of other owners or any way impair the integrity of the building. *All installations shall be fully grounded and permanently and properly secured so that the antenna does not constitute a safety hazard.* Rollaway antennas are prohibited because they present a significant safety

hazard. All installations shall comply with all applicable building and Safety codes and manufacturer's instructions.

2. A licensed professional experienced in the proper Installation of antennas shall accomplish installation. Any installer of an antenna shall carry CGL insurance in the minimum amount of \$1,000,000 and workers' compensation insurance in conformance with statutory requirements. Evidence of all permits, qualifications and Insurance shall be provided to the owner and Association prior to the commitment of any installation.
  3. Any cabling attached to the outside of the building must be attached to the soffit only using staples designed for this purpose and painted to match the building. Any cabling must be mounted so it is tight enough to prevent "wind napping" against the side of the building.
- VIII. Liability. The owner of the antenna shall be fully responsible for any damage caused to real or personal property or any injuries resulting from the antenna. The owner of the antenna agrees to indemnify the Association or the Board in the event that the Association or its Board is sued for any such claim.
- IX. Removal. Any antenna not conforming to all requirements set forth in this resolution shall be removed within three (3) days following written notice to the owner. If the owner fails to remove the antenna, the Association may arrange for its removal and the cost of removal shall be assessed against the owner for costs thereof. The Board may assess fines against the owner for failure to comply with any written notice. Upon removal of any antenna, the owner of such antenna shall promptly restore the property to its original condition. If the owner fails to restore the property, the Board may take such actions and assess the costs against the owner of the antenna.