

RULES AND REGULATIONS OF THE AMERICANA TOWNHOME ASSOCIATION

WHEREAS, Article VII, Section 1(A), of those certain By-Laws of the Americana Townhome Association, adopted by the Board of Directors thereof on March 17, 1983, provide that the Board of Directors of the Americana Townhome Association (the "Association") may establish such Rules and Regulations as may be necessary for the operation, use occupancy and enjoyment of the Common Area for the Americana Townhome Association; and

WHEREAS, the Board of Directors (the "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 thereafter stated, and as of such date, to supersede any and all Rules and Regulations previously adopted by the Board;

NOW THEREFORE, effective as of this 16 day of November, 1994, 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, kept or boarded in the Project except as provided below.
- B. No more than two (2) dogs, two (2) cats, or other household pets shall be kept, raised or boarded in any Lot.
- C. No pets shall be kept for any commercial purposes.
- D. Pet owners shall clean up after their pet and dispose of the same in a suitable container. (Any person walking their pet shall have on their person a device for removing and disposed of pet excrement.)
- E. Pets shall not be walked where excretions may damage grass, shrubs, trees, or become an annoyance or nuisance to others. Damaged shrubs, trees, etc. will be billed to Homeowner.
- F. Pets shall not be allowed to roam unrestrained on the Common Area or on other's Lots.
- 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 any annoyance or nuisance to others from barking or such other cause.
- H. As per the City of Aurora, all pets must be leashed at all times while outdoors.
- 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 that area in a sanitary manner to prevent odors and excrement from offending other owners or tenants.

(ANY VIOLATION OF THESE RULES AND REGULATIONS CONCERNING PETS SHALL RESULT IN A PENALTY/FINE ASSESSMENT)

II. MOTOR VEHICLES/PARKING

- A. Inoperative, Unused, Unregistered or Abandoned Vehicles - No inoperative, unused, or abandoned vehicle 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, unregistered or unused vehicle" shall mean any automobile, truck, motorcycle, motorbike, boat, trailer, camper, house-trailer, or similar vehicle which has not been driven under its own propulsion or has not been moved outside of the project for a period on one (1) month. Inoperative, abandoned or unused vehicle shall be subject to ticketing and/or towing, at 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, 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, residential street, alley or way of access within the

Project, nor shall it be parked, kept, maintained or stored on any Lot in such manner that it is visible from any Lot, the Common Area, or any Roadway 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. Restricted Parking - No motor vehicle shall be parked, kept or placed in any restricted, limited or No Parking area, including but not limited to, fire zones, driveway area, and sidewalk access area. All such restricted, limited and/or No Parking areas shall be marked and posted, as required by law, and vehicles in violation thereof shall be fined, ticketed and/or towed.
- D. Motor Vehicle Repairs - 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, or a street within the Project, and in all such cases, no automotive maintenance or repair work shall be conducted or carried on within the Project so as to become an annoyance, nuisance, eyesore or hazard.

(ANY VIOLATION OF THE DECLARATION OR THESE RULES AND REGULATIONS CONCERNING MOTOR VEHICLES, PARKING AND MOTOR VEHICLE REPAIR SHALL RESULT IN PENALTY/FINE ASSESSMENT.)

III. ARCHITECTURAL CONTROL

- A. Window Coverings - Temporary window coverings must be replaced by permanent coverings within 90 days of moving in. Permanent window coverings which are in desrepair and affect the exterior appearance of the Townhouse unit are NOT PERMISSIBLE. Window coverings shall not be of reflective materials (foils), etc., which detract from the architectural theme of the Townhouse unit.
- B. Patios/balconies, fences, windows, screens 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 to the Members.
- C. Any resident desiring to install any exterior additions is required to submit a request for such installation in written form to the board of Directors. Additions include such installations as patio covers, storm doors and storm windows.

The homeowner is responsible for all costs of installation, repair and maintenance for all such Board approved exterior additions. These additions should be included on the homeowner's individual insurance policy covering contents and liability.

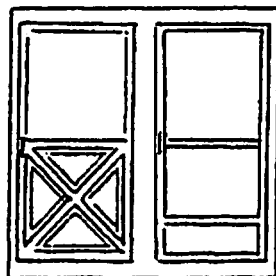
- D. Unit Maintenance - In addition to all interior maintenance unit owners are responsible for the cost of maintenance and repair of the following items:

All doors, windows, weather-stripping and screens are the responsibility of the unit owner to repair and replace. The unit owner should be sure that his/her personal insurance policy covers these items. Broken windows must be replaced by the unit owner within 15 days after breakage. Replacement doors and windows must be as similar as possible to the original ones.

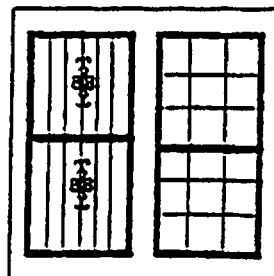
- E. Window grids must be intact and not peeling. If grids are peeling, windows must be replaced within 30 days.

Approved Screen
Door Styles

Color: Brown/Bronze



SCREEN DOORS



SECURITY DOORS

Approved Security
Door Styles

Color: Black

IV. INCREASED RISKS. DAMAGE

Nothing shall be done or kept in any Townhome 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 in the rate of the insurance on the Project, or any part thereof, over what the Association, but for such activity, would pay, without the prior written approval for the Association. Nothing shall be done or kept in any Condominium Unit or in or on the Common Elements, or any part thereof, 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 by any member of the Owner's family, or by any guest, invitee or contact purchaser of any Owner. This specifically refers to, but not limited to, the storage of flammable liquids in any unit or Common Area.

(ANY VIOLATION OF DECLARATION ARTICLE 8.4 OR SECTION 3 OF THESE RULES AND REGULATIONS CONCERNING INCREASED RISKS AND DAMAGE SHALL RESULT IN A PENALTY/FINE ASSESSMENT.)

V. PATIO STORAGE

Examples of permitted items are: patio furniture, grills, bicycles, non-toxic items, firewood up to 1/3 of a cord (face cord). Patio areas are not to be used as storage areas.

VI. POOL RULES

- A. Pool Hours: 7:00 a.m. to 10:00 p.m. (Sunday - Thursday)
7:00 a.m. to 11:00 p.m. (Friday & Saturday)
- B. Any owner with delinquent Association dues will not be permitted use of the pool. (Pool keys will not be mailed to homeowners who are delinquent.)

ALL FINES SHALL BE DUE AND PAYABLE IMMEDIATELY UPON NOTICE OF SUCH ASSESSMENT AND SHALL BE PAID IN THE MANNER AND AT THE PLACE ESTABLISHED BY THE BOARD FOR PAYMENT OF MONTHLY ASSESSMENTS UNDER THE DECLARATION. IF ANY FINE IS NOT PAID WITHIN FIFTEEN (15) DAYS, A LATE CHARGE IN THE AMOUNT OF \$20.00 SHALL BE ASSESSED TO COMPENSATE THE ASSOCIATION FOR THE EXPENSES, COSTS AND FEES INVOLVED IN HANDLING SUCH DELINQUENCY.

THE OWNER OF EACH UNIT SHALL BE PERSONALLY LIABLE FOR ALL FINE/PENALTY ASSESSMENT. IN THE EVENT SAID FINE/PENALTY ASSESSMENTS ARE NOT PAID, THE ASSOCIATION MAY THEREAFTER COMMENCE AN ACTION AT LAW, OR IN EQUITY, OR BOTH, AGAINST ANY LOT OWNER PERSONALLY OBLIGATED TO PAY THE SAME, FOR RECOVERY OF SAID ASSESSMENT AS AFORESTATED. THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEYS' FEES AND ASSOCIATED COSTS AND EXPENSES INCURRED IN CONNECTION WITH SUCH LEGAL PROCEEDINGS.

FINE SCHEDULE

First Notice - Warning, no fine.

Second Notice - \$25.00 fine.

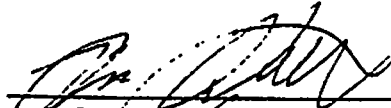
Third Notice - \$50.00 fine.

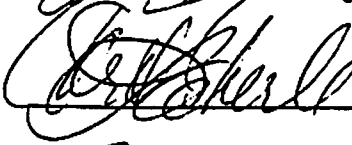
Fourth and Subsequent Notices - \$100.00 fine.

Failure to pay the fines will result in a lien against your property.

If you feel the violation was made in error, you must respond within fifteen (15) days, in writing, for a hearing to be set by the Board. The decision of the Board, after presentation of facts, data, and testimony, will be final.

Approval for Adoption of Rules and Regulations for Americana Townhome Association:





11/16/94

11-16-94



11-16-94
