

**RULES & REGULATIONS**  
**Firenze Villas Homeowners Association**

1. **Single Family Residential Use.** The use of the Units within the Property is hereby restricted to Single Family Residential Use, as defined in Article I, Section 26 hereof. In no event shall a Residence be occupied by more individuals than permitted by applicable zoning laws or governmental regulations. An Owner is permitted to lease or rent his or her Unit, subject to the provisions of Article II, Section 4 ("Delegation or Use") of this Declaration.
  
2. **Exterior/Interior Improvements.** No Owner shall, at his or her expense or otherwise, make any alterations or modifications to the exterior of the buildings, fences or railings containing the Owner's Unit without the prior written consent of the Association or the Architectural Committee, if any. Furthermore, no structural alterations to the interior of or Common Area surrounding any Unit shall be made and no plumbing or electrical work within any bearing or common walls shall be performed by any Owner without prior written consent of the Association or the Architectural Committee, if any. Under no circumstances shall any Owner undertake any activity or work with respect to the Owner's Unit that will impair the structural soundness or integrity of another Unit or impair any easement or hereditament, or do any act or allow any condition to exist in or around the Owner's Unit which will adversely affect any other Units or their occupants.

The exterior lighting system is the responsibility of the Homeowners Association. Light fixtures above the front door of each Homeowner Unit and on the Exclusive Use Decks are the responsibility of the Homeowner. Replacement of a broken fixture must conform to the existing fixtures. Replacement of light bulbs in said light fixtures is also the responsibility of each individual homeowner.

3. **Common Areas and Exclusive Use Common Areas.** The Common Areas, other than Exclusive Use Common Areas, shall be preserved as open space and used for recreational purposes and other purposes incidental and ancillary to the use of Units. Such use shall be limited to the private use for aesthetic and recreational purposes by the Association's Members, their tenants, families and guests, subject to the provisions of the Governing Documents. NO personal property, including without limitation holiday and religious decorations, shall be permitted to be stored or placed in any Common Area without the prior written consent of the Board of Directors or the Architectural Committee. The only exception shall be welcome mats and individual unit hoses. No improvement, excavation or work which in any way alters any Common Area or Common Facility from its natural or existing state on the date such Common Area or Common Facility shall be made or done except by the Association and then only in strict compliance with the provisions of this Declaration. Each Owner shall be liable to the remaining Owners for any damage to the Common Area and Common Facilities that may be sustained by reason of the negligence of that Owner, that Owner's family members, tenants, guests, or invitees,

but only to the extent that any such damage is not covered by casualty insurance in favor of the Association.

Nothing shall be stored, grown, or displayed on the Exclusive Use Common Area Decks that causes deterioration of their structural components or damages the water proofing materials, or that compromises the overall appearance of the building from the Common Area and the street. The Association shall have the authority and responsibility to regulate the physical and aesthetic integrity of the Exclusive Use Common Area Decks.

Each Owner, by acceptance of his or her deed, agrees personally and for family members, tenants, guests, and invitees, to indemnify each and every other Owner, and to hold such Owner(s) harmless from, and to defend him against, any claim of any person for personal injury or property damages occurring within the Unit of that particular Owner, including the Exclusive Use Common Area, if any, except to the extent (i) that such injury or damage is covered by liability insurance in favor of the Association or other Owner or (ii) the injury or damage occurred by reason of the willful or negligent act or omission of the Association or other Owner or other person temporarily visiting his or her Unit.

4. **Prohibition of Noxious Activities.** No illegal, noxious or offensive activities shall be carried out or conducted within any Unit or Common Area nor shall anything be done within the Property which is or could become an unreasonable annoyance or nuisance to neighboring property Owners. Without limiting the foregoing, no Owner shall permit noise, including but not limited to barking dogs, the operating of excessively noisy air conditioners, stereo amplifier systems, television systems, motor vehicles or power tools, to emanate from an Owner's Unit or from activities within the Common Area, which would unreasonably disturb any other Owner or tenant's enjoyment of his or her Unit or from activities within the Common Area, which would unreasonably disturb any other Owner's or tenant's enjoyment of his or her Unit or the Common Area.
5. **Household Pets.** The following restrictions regarding the care and maintenance of pets within the Property shall be observed by each Owner and resident:
  - (a) No more than two common household pets may be kept within the Owner's Unit so long as the same are not kept, bred or maintained for commercial purposes. No other animals, livestock, or poultry of any kind shall be kept, bred or raised within any Unit.
  - (b) Dogs shall be allowed on the Common Area only when they are leashed and are otherwise under the supervision and restraint of their Owners.
  - (c) No household pet shall be left chained or otherwise tethered in front of a Condominium Unit or in the Common Area.
  - (d) Homeowners with pets are encouraged to take advantage of the "greenbelt" when their animals do their "business". If animal waste is deposited in the Common Area planters, it should be deposited in the area to the immediate left or right of the animal owner's front door and it should be picked up

immediately for disposal. If any residue remains, or if an animal urinates in the Common Area, the area should immediately be washed with water.

- (e) Each person bringing or keeping a pet on the Property shall be solely responsible for the conduct of the Owner's pets. The Association, its Board officers, employees and agents shall have no liability (whether by virtue of this Declaration or otherwise) to any Owners, their family members, guests, invitees, and tenants for any damage or injury to persons or property caused by any pet.
  - (f) The Board of Directors shall have the right to establish and enforce additional rules and regulations imposing standards for the reasonable control and keeping of household pets in, upon and around the Property to ensure that same do not interfere with the quiet and peaceful enjoyment of the Property by the other Owners and residents.
6. **Signs.** No advertising signs or billboards shall be displayed on any building containing Units or posted within or upon any portion of the Common Area except that Owners may post in the windows of their Units any signs required by legal proceedings and a single "For Rent", "For Lease" or "For Sale" sign of reasonable dimensions. A-frame or other directional signs of real estate brokers advertising Units for sale or lease shall only be allowed within the Common Area or roadways within the Property in strict compliance with applicable Association Rules.
7. **Business Activities.** No business or commercial activities of any kind whatsoever shall be conducted in any Unit or garage without the prior written approval of the Board, provided that the foregoing restriction shall not apply to the activities, signs or activities of the Association in the discharge of its responsibilities under the Governing Documents. Furthermore, no restrictions contained in this Section 8 shall be construed in such a manner so as to prohibit any Owner from (a) maintaining his or her personal library in his or her Unit, (b) keeping his or her personal business records or accounts therein, (c) handling his or her personal or professional telephone calls or correspondence therefrom, (d) leasing or renting his or her Unit, or (e) conducting any other activities within the Owner's Unit otherwise compatible with residential use and the provisions of this Declaration which are permitted under applicable zoning laws or regulations without the necessity of first obtaining a special use permit or specific governmental authorization. The uses described in (a) through (e) above are expressly declared to be customarily incidental to the principal residential use of the Unit and not in violation of this Section 8.
8. **Garbage.** No rubbish, trash, or garbage shall be allowed to accumulate outside of any Unit. Any trash that is accumulated by an Owner outside the interior walls of a Unit shall be stored entirely within appropriate covered disposal containers and facilities located within designated garbage areas within the Common Areas. All Owners or their tenants shall break down all cardboard boxes prior to placing them in the recycling bin or trash dumpster. Any extraordinary accumulation of rubbish, trash, garbage or debris (such as debris generated upon vacating of premises or during the construction of modifications and improvements) shall be

removed from the Property to a public dump or trash collection area by the Owner or tenant at his or her expense. The Association shall be entitled to impose reasonable fines and penalties for the collection of garbage and refuse disposed in a manner inconsistent with this section.

9. **Storage.** Storage of personal property within any Unit shall be entirely within enclosed storage areas. There shall be no woodpiles nor storage piles accumulated on top, or outside, of any enclosed storage area.
10. **Clotheslines.** No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes on the balcony of any Unit in a manner which is visible from any neighboring Unit or the Common Area.
11. **Antennas and Similar Devices.** No television antenna, satellite dish, radio, or other electronic antenna device of any type, or other electronic broadcasting and receiving device shall hereafter be erected, constructed, placed or permitted to remain on the exterior of any building within the Property unless there is compliance with each of the following:

(a) The antenna, satellite dish, or other electronic broadcasting or receiving device has a diameter of thirty-six (36) inches or less; and

(b) the Owner, resident or lessee has made written application for and has obtained the approval of the Architectural Committee for the installation of such device.

The application for approval shall be processed by the Architectural Committee in the same manner as an application for approval of an architectural modification to the property (see Article V). As a condition for approval, Owner must agree to be responsible for the maintenance, repair or replacement of roofs or other building components impacted by the installation, and the installers of the antenna, satellite dish, or other device must agree to indemnify or reimburse the Association or its Members for loss or damage caused by the installation, maintenance, or use of such device.

No activity shall be conducted within any Unit that causes an unreasonable broadcast interference with television or radio reception on any neighboring Unit. The location of common antennas or connection facilities for any cable television system serving more than one Unit shall be as designated by the Association or the Architectural Committee, if any, and each Unit and its Owner shall be subject to the right of other Owners or the Association to install, use, and maintain such common antennas or cable television facilities.

12. **Burning.** There shall be no exterior fires whatsoever except barbecue fires located only on the Exclusive Use Common Area of the Owner's Unit and contained within receptacle designed for such purpose.
13. **Basketball Standards.** No basketball standards or fixed sports apparatus shall be permitted within the Property without the express approval of the Association.

14. **Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Unit except such machinery or equipment as is usual or customary in connection with the use, maintenance or repair of a private Unit or appurtenant structures within the Property.
15. **Disease and Pests.** No Owner shall permit any thing or condition to exist in his or her Unit which shall induce, breed, or harbor mold, infectious plant diseases, rodents or noxious insects.
16. **Parking and Vehicle Restrictions.** The following parking and vehicle restrictions shall apply within the Property:
  - (a) Unless otherwise permitted by the Association, no vehicle or trailer shall be parked or left within the Property other than within a garage or in a designated guest parking areas.
  - (b) Except as otherwise provided in subparagraph (f) below, only the following vehicles ("authorized vehicles") shall be permitted to be parked by an Owner or resident within the Property: standard passenger vehicles, including bronco or blazer type trucks, and trucks that do not exceed three-quarter tons in gross weight. Boats, trailers, campers, recreational vehicles, commercial vehicles and trucks in excess of three-quarter tons in gross weight are not "authorized vehicles" and shall only be permitted within the Property as provided in subparagraph (f) below.
  - (c) All driveways and garages shall be maintained in a neat and orderly condition and garage doors shall be maintained in closed condition except as necessary to permit ingress and egress of authorized vehicles or to clean or work in the garage. The garages are to be used for the parking of standard authorized vehicles, boats or similar items for storage purposes and shall not be converted to living quarters or workshops or used for the storage of boats, trailers, campers or recreation vehicles in a way which will preclude the parking of the Owner's or occupant's authorized vehicles within the garage.
  - (d) Designated guest parking areas within the Common Areas are to remain open for use by guests only and are not to be used by Owners or other residents, either permanently or temporarily, for the parking of their authorized vehicles or the storage of boats, trailers or similar items of personal property, unless authorized by the Association.
  - (e) No motor vehicle shall be constructed, reconstructed or repaired within the Property and no dilapidated or inoperable vehicle, including vehicles without wheel(s) or an engine, shall be stored on the Property; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs.
  - (f) Campers, boats, trailers, motorcycles, commercial vehicles and trucks in excess of three-quarter tons are not to be parked within the Property, other than within enclosed garages, except for periods not to exceed two hours for the purpose of loading and unloading.

Personal property other than authorized vehicles shall not be stored in garages if such storage will necessitate or result in the parking of vehicles on streets within the Property. Parking by commercial vehicles for the purpose of making deliveries or service calls shall be permitted in accordance with the Association Rules.

(g) The Board shall have the authority to tow or restrain by use of devices such as the "Denver Boot", at the Owner's expense, any vehicle parked or stored in violation of this Section. The Board shall post such notices or signs within the Common Area as may be required by law to effectuate this towing provision.

(h) The Board shall have the authority to promulgate further reasonable rules and restrictions of uniform application regarding parking and vehicles within the properties as may be deemed prudent and appropriate.

17. **Use of Private Streets and/or Drives in Common Area.** Private streets and/or drives within the properties shall not be used for recreational purposes, including without limitation skateboarding, scootering, "joyriding" or racing. Motorcycles, mopeds, and cars shall be allowed on such private streets only for ingress and egress.
18. **Children.** Each Owner and resident shall be accountable to the remaining Owners and residents, their families, visitors, guests and invitees, for the conduct and behavior of their children and any children temporarily residing in or visiting the Owner and for any property damage caused by such children.
19. **Activities Affecting Insurance.** Nothing shall be done or kept within any Unit or within the Common Area which will increase the rate of insurance relating thereto on any policy maintained by the Association (see Article IX, below) without the prior written consent of the Association and no Owner shall permit anything to be done or kept within his or her Unit or within the Common Area which would cause any Improvements to be uninsurable against loss by fire or casualty or result in the cancellation of insurance on any Unit or any part of the Common Area.
20. **Variances.** Upon application by any Owner, the Architectural Committee shall be authorized and empowered to grant reasonable variances from the property use restrictions set forth in this Article VI, if specific application of the restriction will, in the sole discretion of the Board, either cause an undue hardship to the affected Owner or fail to further or preserve the common plan and scheme of development contemplated by this Declaration. In considering and acting upon any request for a variance, the Committee shall follow the procedures set forth in Article V, Section 5 for the granting of architectural variances.
21. **Enforcement of Property Use Restrictions.** The objective of this Declaration shall be to promote and seek voluntary compliance by Owners and tenants with the environmental standards and property use restrictions contained herein. Accordingly, in the event that the Association becomes aware of an architectural or property use infraction that does not necessitate immediate corrective action under Article V, Section 6, hereof, the Owner or tenant responsible for the violation shall receive written notice thereof and shall be given a reasonable opportunity to comply voluntarily with the pertinent Governing Document provision(s). Such notice shall

describe the non-complying condition, and request that the Owner or tenant correct the condition within a reasonable time specified in the notice. If the Owner or tenant does not correct the condition by the date stated, fines scheduled are as follows:

- The 1<sup>st</sup> occurrence: judgment is a \$50.00 fine levied against the Unit and if the condition is not remedied, \$50.00 per week thereafter;
- The 2<sup>nd</sup> occurrence: judgment is a \$75.00 fine levied against the Unit and if the condition is not remedied, \$75.00 per week thereafter; and
- The 3<sup>rd</sup> and all subsequent occurrences: judgment is a \$125.00 fine levied against the Unit and, if the condition is not remedied, \$125.00 per week thereafter.

August 22, 2011