

VERSAILLES CONDOMINIUMS HOMEOWNERS ASSOCIATION RULES & REGULATIONS

*THESE RULES & REGULATIONS TOGETHER
WITH THE DECLARATION, BYLAWS AND
COLORADO COMMON INTEREST OWNERSHIP
(CCIO) ACT ARE THE SOLE SOURCES OF
RULES & REGULATION GOVERNING THE
VERSAILLES CONDOMINIUMS.*

*THESE RULES & REGULATIONS SUPERSEDE ALL
PREVIOUS RULES & REGULATIONS EFFECTIVE AS
OF OCTOBER 15, 2014.*

*APPROVED BY THE BOARD OF DIRECTORS OF THE
VERSAILLES CONDOMINIUMS HOMEOWNERS
ASSOCIATION ON OCTOBER 1, 2014.*

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Section 1: Preamble

WHEREAS, the Board of Directors of the Versailles Condominiums Homeowners Association (HOA) are empowered to adopt rules and regulations governing the Residential Units and the Common Elements pursuant to the Declaration and By-Laws. These rules are applicable to all UNIT OWNERS, tenants, guests, invitees, or any others who occupy or use the common areas and this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

The following rules and regulations help ensure that The Versailles Condominiums continues to be an attractive, highly valued, safe, harmonious and desirable place to live. These Rules and Regulations do not supersede or change city/county/state/federal regulations in any manner. They are, however, equally enforceable under the law.

Nothing in this policy is intended to act to discriminate against any protected class, to wrongfully deprive anyone of housing or to violate any provision of the Fair Housing Act (FHA).

Section 2: Definitions

In the event a term is used in the Rules which is not defined, its definition shall be determined by referring, in the order its definition as used in the CCIO Act, Declarations and By-Laws, in its common usage within the Versailles Condominium HOA, or in its commonly understood meaning.

ASSOCIATION/HOA: Shall mean and refer to The Versailles Condominium Association, Inc., a Colorado nonprofit corporation, its' successors and assigns. The Association shall act by and through its' Board of Directors and Officers.

ASSOCIATION AGENT(S): A person acting on behalf of the Association.

The ACT: The most current Colorado Common Interest Ownership Act.

CHARGE: Any amount which the Board may assess or levy against an Owner, either individually or collectively, including regular monthly assessments, special assessments, fines, and/or expenses which are levied pursuant to the Declaration, Bylaws or the Rules & Regulations.

BOARD: The Board of Directors of the HOA. The persons determined pursuant to the Declaration who are vested with authority and responsibility of administering the property.

BUILDING: The Versailles Condominiums located at 789 Clarkson Street, Denver, Colorado.

BY-LAWS: The provisions for the administration of the Versailles Condominiums including, but not limited to, assessment, maintenance, use, occupancy, sale, and leasing.

COMMON AREAS OR COMMON ELEMENTS: The Common Elements consist of all portions of the Property, except the Units.

COMMON EXPENSE: The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board, including, without limitation, the expenses of maintenance, repair, administration and operation of the Common Elements.

COMMUNITY: The group of residents living in The Versailles, as a result sharing common and limited common elements and similar interests.

CONSTRUCTION MATERIALS: Items that are needed for individual unit or multi-unit improvement or for work contracted by the Association.

DECLARATION: Shall mean and refer to the Condominium Declaration as it may be amended from time to time.

GOOD STANDING: Means Unit Owners without current payment delinquencies, late charges, collection costs, and not in violation of any governing document provisions, including the Declaration and/or Rules.

GOVERNING DOCUMENTS: Documents that govern the Versailles Condominiums Homeowners Association.

GUEST/VISITOR: A guest is a person(s) with authorized use of a Unit for 3 weeks or less. A VISITOR is a person visiting or staying with a unit occupant.

IN WRITING: Correspondence that is handwritten or typed, submitted via snail mail (U.S.P.S., UPS, Fedex) or electronically.

LARGE ITEMS: Large items or large loads can be furniture or appliances.

LEASE AGREEMENT: A legal document outlining the terms under which one party agrees to rent property from another party. A lease guarantees the lessee (the renter) use of an asset and guarantees the lessor (the property owner) regular payments from the lessee for a specified number of months or years. All lease agreements are required to be presented to the Manager in writing and follow the provisions pursuant to the Declaration, Article XI, Section 11.4.

LESSEES/RENTERS/TENANTS: A resident who occupies a Unit rented from the Unit Owner. The lessees/renters/tenants pay rent for the occupancy and under a lease agreement with the Unit Owner. (This would exclude family members and guests that do not pay rent or residents who are not subject to a lease agreement.)

LIMITED COMMON ELEMENT: Parts of the Property that exclusively serve a single Unit or adjoining Units (for example a balcony would be considered a limited Common Element).

MANAGEMENT COMPANY: A company contracted by the Board to perform Management services for the Association.

MANAGER: The person employed by the Management Company to manage the property. The manager could vary depending on day of week and time of day.

MEMBER: A member of the Association; AKA a Unit Owner.

MOVE-IN: The initial act of taking occupancy of a unit and all said actions that are relative to this act (i.e. – moving items into the unit (no matter the size) manually, with the use of two-wheelers or the aid of guests). This act could take several consecutive days to complete.

MOVE-OUT: The act of relinquishing the occupancy of a unit and all said actions that are relative to this act (i.e. – moving items into the unit (no matter the size) manually, with the use of two-wheelers or the aid of guests). This act could take several consecutive days to complete.

PARKING: “Legal” parking is defined as parked between the lines so that no part of the vehicle protrudes into space beyond the line, nor on the line and does not protrude into lanes of traffic.

PARKING SPACE: A location that is designated for parking, either in the garage or on the surface parking lot of the Property. The parking space is deeded to UNIT OWNERS.

PROPERTY: The Versailles Condominiums located at 789 Clarkson Street, Denver, Colorado.

RESIDENT: Person or persons occupying a Unit on a regular basis whether or not it is the Unit Owner.

RENTAL / RENTAL UNIT: Any Unit within the property that is offered for rent, lease, lease-to-own or which is rented leased. All rentals must have leases that are pursuant to the Declaration, Article XI, Section 11.4.

RULES & REGULATIONS: These Rules and Regulations of the Association, as adopted pursuant to powers assigned to the Association and the Board.

UNIT: A part of the Property established in the declaration for residential use.

UNIT OWNER: Person(s) who is listed on the deed of a Unit within the Property.

VEHICLE: A thing used for transporting people or goods, especially on land, such as a car, scooter, moped, or motorcycle.

Section 3: Enforcement of Governing Documents

The policy and procedures to address any non-compliance with these rules or governing documents by any owner, tenant, guest, family member, or invitee, refer to the RESOLUTION OF VERSAILLES CONDOMINIUM ASSOCIATION, INC. REGARDING POLICIES AND

PROCEDURES FOR COVENANT AND RULE ENFORCEMENT. This resolution took effect September 3, 2014 and copies may be obtained from the Association website. Prior to fines being levied the UNIT OWNERS will be provided notice and an opportunity for a hearing pursuant to the Association's enforcement and fine policy.

3.1 Payment of Penalties Resulting from Violations

It is in the best interest of the Association to refer delinquent payments promptly to an attorney for collection to ensure consistent compliance of HOA Governing Documents. This Association abides by a "Late is Late" policy. For detailed information regarding the Collection Policy and Procedures, refer to the updated collection policy. This resolution took effect September 3, 2014. Copies may be obtained from the Association website.

3.2 Penalty and Fine Schedule

Violations will be labeled as First, Second, Third, etc., etc., for subsequent occurrences of the same offense. The schedule of fines is as follows:

1. First Violation - Warning Notification (\$0.00)
2. Second Violation - \$150.00
3. Third Violation - \$200.00
4. Fourth and each subsequent Violation - \$250.00

Enforcement of these Rules & Regulations may, in addition to other means provided by law, result in multiple violations.

In the case of egregious offenses, enforcement of Rules and Regulations may result in fines greater than the standard schedule per violation.

Fines, warning letters, and police reports are a matter of public record, and as such the individuals or Units involved may be publicly identified in oral or written communications including but not limited to Association documents.

The Board reserves the right to fine for first violations of rules that involve health and safety issues and other violations where a warning may not be deemed necessary by the Board in its reasonable discretion.

The Board may waive all, or any portion, of the fines if, in its reasonable discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violator coming into compliance with the Declaration, Bylaws or rules.

3.3 Legal Action

The Association, at any time, may pursue legal action against an Owner to enforce the provisions of the governing documents without first following the preceding notice and hearing procedures, if the Board determines that such action is in the Associations best interests.

3.4 Individual Assessments

In addition to fines, the Board may levy an Individual assessment against any Owner and Owner's Unit for those purposes set forth in the Declaration, including but not limited to, reimbursing the Association for costs incurred to repair damage caused by an Owner's negligent or willful act for action taken for the benefit of an individual unit.

3.5 Suspension of Rights to use the Common Elements

The rights of an Owner to use the Common Elements may be suspended if the Owner is more than 30 days delinquent in payment of assessments and may be suspended if the Owner is in violation of the covenants or rules.

3.6 Suspension of Right to Vote

The right of an Owner to vote shall be automatically suspended if the Owner falls out of good standing due to delinquent payment of any assessment, fee, or other charges owed to the Association. All unpaid fines are subject to the collection and late payment policy of the Association.

3.7 Failure to Enforce

Failure of the Association to enforce the governing documents will not be deemed a waiver of the right to do so for any subsequent violations or all Association governing documents.

3.8 NOTICE TO OWNERS OF RENTAL PROPERTY

Note that violations are recorded per UNIT OWNER, not per resident. Therefore if there is a violation by a renter, resident or guest and the action is repeated by a subsequent renter, resident or guest, it will constitute a second (or subsequent) offense and fines will be imposed accordingly. Prior to fines being levied the UNIT OWNERS will be provided notice and an opportunity for a hearing pursuant to the Association's enforcement and fine policy.

Section 4: Monthly Assessment Collection Policy and Procedure

It is in the best interest of the Association to refer delinquent accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue. This Association abides by a "Late is Late" policy. For detailed information regarding the Collection Policy and Procedure, refer to the RESOLUTION OF VERSAILLES CONDOMINIUM ASSOCIATION, INC. REGARDING POLICY AND PROCEDURES FOR COLLECTION OF UNPAID ASSESSMENTS. This resolution took effect September 3, 2014 and copies may be obtained from the Association website.

Section 5: Quiet Hours

No resident shall do or permit any act which unreasonably interferes with the quiet use and enjoyment of a unit or portion of any Common Area by any other resident or diminishes the value of any other resident's property. Building-wide quiet hours are as follows:

Sunday, Monday, Tuesday, Wednesday & Thursday
Friday
Saturday

10:00 PM to 8:00 AM
11:00 PM to 8:00 AM
11:00 PM to 9:00 AM

Section 6: Building Safety & Surveillance System

Although the Association does not provide security services, the Association is committed to maintaining high safety and security standards throughout the building. The Manager will provide information from the building surveillance system to the Police and Fire Departments and other duly constituted authorities on their request.

Management occasionally gets requests from owners and residents for information from the building surveillance system. Such requests be honored from UNIT OWNERS only, and requests shall be submitted to the Manager or a member of the Board in writing using a Surveillance Information Request form.

The UNIT OWNER requesting information from the building surveillance system shall be liable for the costs of retrieval. The charge for information retrieval will be \$25.00 per hour for each hour or part of an hour (with a 1-hour minimum charge) spent by the Manager and/or Board in identifying, isolating and reporting the information requested.

6.1 Unit Access

UNIT OWNERS must deposit a key to their Unit door(s) with the Manager to be used for access of the unit in the event of an emergency.

In order to perform service to a Unit, Limited Common Elements, or to the Common Elements or to investigate a complaint of nuisance or annoyance existing within the Unit, the Manager or a member of the Board may enter a Unit after reasonable notice has been given to the UNIT OWNER.

It is the UNIT OWNER'S responsibility to notify renters, tenants, lessees, or guests. In emergency situations, where advance notice of entry is not possible, the UNIT OWNER will be notified of such entry as soon as possible.

- A "Notice of Entry" form will be left in the Unit when the Manager or member of the Board enters a Unit and the resident is not at home.
- If an emergency situation requiring access to the Unit arises, such as a water leak, fire, or other danger, the Manager or a member of the Board may have the lock(s) to the front door of the Unit disabled or take other measures necessary to gain access to the Unit. The Manager, member of the Board, and Association staff or agents will not be liable for any damage resulting from such forced entry. All costs or repairs to locks, doors, and/or door frames will be the sole responsibility of the UNIT OWNER.

- The Manager, members of the Board, and Association staff or Agents are not responsible for unlocking units in cases where keys to a Unit are lost or locked in a Unit. If the Manager, a member of the Board, or Association staff or Agent assists in unlocking a unit, there will be a \$100.00 per hour (one (1) hour minimum) service charge to the UNIT OWNER.

6.2 Access Codes

Versailles Condominiums is a limited access building. Entry to the building is by key through the basement or South entry door, or through the main entry door on Clarkson Street.

Entry through the main entry door on Clarkson Street is via access code. Access codes are issued by the Manager, are unique and usage is traceable. **All individuals who independently enter in/out of the building through the main entry door must have their own access code.** For the safety of residents of the building, access codes may be used only by that individual owner or tenant and are not permitted to be shared. Emergency situations where codes may need to be shared will be considered for exemption by the Board on a case by case bases.

6.3 Exterior Doors

For the safety of residents of the building, all exterior doors and gates are to remain closed and locked at all times. No action shall be taken to prop any door open. The garage door shall be allowed to close promptly after each entry or exit. No action shall be taken to force the garage door to stay open or closed. Exterior doors include the following locations:

- Front Lobby Doors
- Parking deck building side door
- Automatic garage door
- Garage side door
- Garage building door
- Parking deck pool area side gate
- Pool area building door
- Rooftop door

6.4 Stranger Danger

For the safety of residents of the building, residents are not to grant entry to any person not known to them. Friends of residents, delivery personnel, etc., must be instructed to call the party they wish to see in order to gain entry.

Residents are the only ones who should allow access into the building in the event of hosting a gathering or event. Guests or friends of guests should not allow others access to the building. This is a common sense way to ensure resident safety and the prevention of theft.

6.5 Housekeeper and Contractor Access

Residents must complete must work independently to provide Housekeeper and Contractor access into the building.

Section 7: Common Areas / Elements & Limited Common Elements

The Common Elements consist of all portions of the Property, except the Units. Examples include driveways, entrances, hallways, maintenance areas, passageways, sidewalks, stairways, storage areas, the garage and exterior parking lot, elevator, trash and recycling area, lobby, basement, electrical rooms, pool area, exterior patio and landscaping, exercise room, laundry room, bicycle racks, and the rooftop. Owners may be required to move property from these areas in the event that it is necessary to complete building repairs.

7.1 Infringement

Nothing shall be placed on or in any of the common areas except for those articles of property that are the common property of all of the owners.

No resident shall perform or contract for any kind of work to be completed in common areas.

Any damage to the common areas or common property by the Owner, the owner's family, guests, tenants and/or contractors, or by the owner's tenant's family, guests, any visitor of the unit or contractors doing work to the unit shall be repaired at the expense of the UNIT OWNER.

7.2 Storage Areas

Use of storage lockers are at the owner's own risk; the Association is not responsible for any damage or theft to articles placed in the storage area. The use of storage lockers and the storage room is limited to UNIT OWNERS. Items being stored in the storage room are confined to the inside of the storage locker.

Fire Department Rules: No chemicals, flammables or combustibles may be stored in the storage areas.

7.3 Smoking

The Versailles is a non-smoking facility. There shall be no smoking in any common area. Any damage caused by smoking is the responsibility of the smoker. In the event that the smoker is a renter, the UNIT OWNER will be assigned the cost of damages.

7.4 Parking Garage and Parking Deck

The Association assumes no responsibility for damage to automobiles parked in designated covered garage and exterior parking spaces.

- Guest vehicle parking is not available at The Versailles.
- Parking space numbers are not to be altered in any way. Residents may park only in their designated spaces.

- “Legal” parking is defined as parked between the lines so that no part of the vehicle protrudes into space beyond the line, nor on the line and does not protrude into lanes of traffic. Vehicles must completely fit in the designated parking space as identified by the space stenciling and/or signage.
- Any resident who finds an unauthorized vehicle in his/her parking space may call the designated towing company to have that vehicle immediately towed at the vehicle owner’s expense. To expedite towing, owners must present their towing card as well as a driver’s license or Colorado ID card to the towing company to have the vehicle in question towed.
- No recreational or other vehicle that interferes with parking or impedes normal traffic may be parked in the garage or on the parking deck.
- No personal property may be stored on the parking deck or in the garage common areas. This includes, but is not limited to, gasoline cans, electrical cords, real estate signs, baby strollers, chemicals. Personal items should be stored in the appropriate storage areas designed for that purpose.
- No objects or debris are to be thrown from the parking deck or garage.
- No washing, repairing, rebuilding, refurbishing or oil changing of vehicles is permitted anywhere in the garage or the parking deck. This does not apply to minor emergency care (for example, changing flat tires, replacing washer fluid, assisting in emergency car startup, etc.).
- The Parking Garage and Parking Deck are reserved for the sole use of Versailles residents and owners. Parking space owners may only rent to residents of The Versailles.
- No tailgating or any kind of parties/social gatherings are allowed in the parking area. Resident owned vehicles are the only legitimate item(s) that should occupy both parking areas.
- **Effective January 1, 2015:** All cars must be registered to a designated space(s). Cars that are not registered will be considered “guest” vehicles. Guest parking is not available at The Versailles and the owner of the parking space will be fined. Prior to fines being levied the owner of the parking space will be provided notice and an opportunity for a hearing pursuant to the Association’s enforcement and fine policy.

7.5 Public Halls and Stairways

In order to comply with the regulations of the Denver Fire Department, public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress or egress.

- No trash, bicycles, grocery carts, firewood or other such obstructive items shall be allowed to stand in public halls, passageways or other areas of the building. The association urges each owner to report promptly to management any item needing attention or care.

- Bicycles may not be moved through the front lobby or common areas with the exception of the parking deck or garage.

7.6 Elevator

All uses of the elevator, other than transportation of persons from one floor to the next, must be approved and scheduled by the Manager.

- Residents using the elevator for large loads must be considerate of others who need to use the elevator, moving quickly and efficiently, and cleaning up garbage and debris as they go. If clean-up services are provided by the Association, the Owner of the unit will be assessed a \$100.00 per hour service charge (minimum of one (1) hour).
- Under no circumstances is the elevator to be held at a floor for loading or unloading. Move-ins, move-outs and transportation of construction materials and other large loads must be loaded into the hallway prior to loading them onto the elevator and then unloaded into the hallway before moving them into a unit. Loads in the hallway are to be promptly cleared, per building rules and fire code.
- Protective elevator pads will be left in an accessible location for residents who will be moving large loads. It is the resident's responsibility to install elevator pads and return the pads promptly in the designated areas at the completion of each move. The Owner of the unit will be responsible for any costs needed to repair the elevator or replace the pads. In the event that the residents are renters, the owner of the rented unit will be responsible for these costs.

7.7 Trash and Recycling

Large items left by trash/recycling receptacles require a special pickup; special pickups must be scheduled with the Manager 72hrs in advance. Any cost associated with a special pickup will be the responsibility of the UNIT OWNER.

- Trash or fluids of any kind shall not be left in any common areas (this includes boxes and newspapers).
- Littering is prohibited anywhere in the building or on the property.
- No burning objects or highly combustible liquids are to be placed in the trash receptacles.
- Use the recycling container as instructed.

7.8 Pool

The swimming pool is for the use and enjoyment of residents.

- Any Resident hosting a large group (more than two guests), party or gathering must contact the Manager and pay a \$25.00 nonrefundable reservation fee seven (7) days in advance of the party/gathering.
- No resident shall be excluded from the pool area – pool, patio, barbeque, chairs, tables, and all other amenities in this area – as a result of a party/gathering.

- Additional expenses for the operation of the pool incurred as a result of the action of a resident or their guest (for example, pool closure due to unsanitary conditions or fouling of the filters) will be billed to the UNIT OWNER. This charge may be in addition to any fines.
- THERE IS NO LIFEGUARD ON DUTY – USE POOL AT YOUR OWN RISK!
- Radios, CD players, etc. may be used only with earphones if creating a disturbance for others at the pool.
- Pool area must be evacuated during severe weather such as thunderstorms, hail, etc.
- Abandoned items will be disposed of without notice.
- Swimmers must wear proper attire. Street clothes and cutoffs are not allowed.
- Do not throw metal items or coins in the pool. These items will rust, resulting damage to the liner which will result in pool closure.
- Pool furniture must stay in the pool area.

7.8.1 Pool Registration & Guests

- Residents are limited to two guests per unit per day.
- Guests are permitted in the pool area only while in the presence of the inviting adult resident unless the Manager has granted approval for an out of town guest or babysitter to be the responsible adult present.
- Owners are responsible for the conduct and actions of their renters and guests.

7.8.2 Pool Safety

- No glass of any kind is allowed at any time.
- No diving is allowed. Neither back flips nor front flips are permitted.
- Pets are not allowed in the pool area for any reason.
- No food is allowed in the pool. Food is permitted only in the BBQ area and the tables around the deck.
- Persons under 14 years of age must be accompanied by an adult in the pool area.
- Children two years old and younger should wear swim diapers and should be under the direct supervision of their parent.
- No running, jumping, horseplay, pushing, spitting, splashing, etc., is allowed in the pool area.
- No games/activities are permitted in the pool area that prevents it from being utilized by others.
- There is no smoking allowed in the pool area.
- Anyone having infectious diseases, open wounds, bandages, chicken pox, conjunctivitis (pink eye) will be denied access to the pool. The health department states that such issues compromise water cleanliness and potentially harm other person in the pool.
- Defecating in the pool will result in immediate pool closure. The resident responsible for this defecation will be responsible for all costs associated with sanitation of the pool. In the event that the resident is a renter, the Owner of the unit is responsible.

- Any resident or guest who is not able to swim must wear a Coast Guard approved personal floatation device.
- For safety, the Association strongly and without reservation recommends that anyone wearing a floatation device remain within arm's length of the perimeter of the pool.
- For safety, the Association strongly and without reservation recommends that if minors are in the pool with a floatation device, an adult who is able to swim be in the pool with them and be within arm's length.
- The Board, Manager and Management Company reserve the right to close the facility without notice for maintenance and safety.
- Violation of any rule or conduct of any person that detracts from the safety and well-being of a pool user will result in a warning notice / fine / or removal from the pool area.

7.9 Laundry Room

Respect your neighbor's right to a clean and pleasant laundry facility. **This facility is intended for resident use only.** Items that are left in the laundry room for more than 24 hours will be collected and donated/disposed.

- Please do not over load the machines.
- Remove clothes promptly from the washer and dryer after cycle completion. Residents waiting for machine use are allowed to remove clothing after the cycle has completed.
- Wipe out the washer and dryer to remove debris (i.e. – debris from bathroom floor mats, mop-heads, animal hair, etc., etc.) If a pen/marker is accidentally dried with a load of laundry, wipe the machine as best as possible and leave a note warning residents. Email the Manager the machine number so that proper cleaning can be arranged.
- Remove lint from the dryer.
- If you spill something on the floor, please wipe or sweep it up immediately.
- Dispose of your detergent containers properly. Laundry room garbage is not intended for personal use.
- Measure your soap. Using too much detergent will cause the machines to malfunction.

Residents using the laundry room equipment should notify both Mac - Gray and the Manager of any dangerous condition or maintenance problems associated with washers or dryers.

7.10 Bicycle Racks

Bicycle racks in the underground parking garage are for the sole use of residents.

- Any damage created by moving bicycles through common areas will be assessed to the correlating UNIT OWNER. These damages may include, but are not limited to, the following:
 - Bicycle spokes scratching the glass doors or damaging walls.
 - Soiling the carpet / elevator floor with debris from the bicycle tires.

- Owners and their renters and guests parking in their designated parking spots are NOT responsible for damage done to bicycles parked outside of the racks provided by the Association.
- The Manager will verify that bicycles in racks belong to current residents. Bicycles that do not belong to current residents will be removed and disposed.

7.11 Lobby Area

Respect your neighbor's right to a clean lobby area. Furniture and art in the lobby area is for the appreciation of all residents. Abusing/sleeping in this area is not allowed.

7.12 Rooftop

The rooftop is considered a limited common area and is subject to all rules herein this document.

- Residents and/or guests are not allowed on the rooftop without prior written approval from the Manager.
- There is no public access to the roof.
- Contact the Manager in order to gain access to the rooftop. Requests for access must be made 24 hours in advance.
- Accessing the rooftop without the Manager's approval is in violation of these rules and will be considered trespassing.

7.13 Landscaped Areas

Respect your neighbor's right to enjoy a beautiful landscape. Clean up after pets and discard trash/cigarette butts in the designated areas. Failure to do so will not be tolerated.

7.14 Fitness Center

The exercise room is for the use of residents. All persons shall use the exercise room at their own risk. The HOA and its officers, directors and/or managers assume no responsibility for any accident or injury in connection with the use of the exercise room and/or equipment. The HOA is not liable for personal items left unattended in the exercise room.

- Pets are not allowed in the exercise room.
- No food is allowed in the exercise room. No glass containers are allowed in the exercise room. Beverages must be in a plastic container (preferably sports bottle).
- Residents under the age of 14 are not permitted in the exercise room without adult supervision.
- No horseplay, pushing, etc., is allowed in the exercise room.
- The exercise room can be used by all residents at any time.
- Upon exiting the fitness center - return all equipment to designated place, turn off fans and close the windows.

7.15 Bulletin Boards

The bulletin boards located in the common areas are for general notices. Commercial notices must be approved by the Manager. Only HOA notices may be posted in the elevator, entryways, hallways, doors or any other common area. The HOA reserves the right to remove inappropriate notices and flyers.

7.16 Signs and Advertisements

No “For Sale” or “For Rent” signs, posters or any other type of advertising sign may be posted outside or inside the building, except one sign posted on the inside of a unit window. No advertisement, sign, artwork, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed on the property within view of the common areas or exterior of the building without the prior written consent of the Manager.

7.17 Solicitation

Selling products, collecting for charities, campaigning for political parties or solicitation of any kind is strictly prohibited in all building areas.

7.18 Open House

Realtors must have someone available during an open house to escort prospective buyers in and out of the building. Doors cannot be propped open nor can prospective buyers be allowed to roam through the building unescorted or be given access codes or keys.

7.19 Filming

If an owner/resident has contracted to allow a company to access their unit for the purpose of filming, the Manager must be notified. Filming crews are not allowed to prop open common area entry doors or to impede the egress and ingress of other building residents and guests. Workers compensation and liability coverage are required to be presented to the Manager.

7.20 Glass Tinting

All window tinting must match R-30B shade.

7.21 Unit Doors

Unit doors are a limited common element. No alterations additions or improvements may be made to the exterior of a Unit, including painting or otherwise altering the Unit door, without prior Board approval.

Residents are urged to maintain building security by keeping Unit doors locked. Unit doors must be kept closed when not in use to prevent spread of fire, as required by the building fire code and to minimize the spread of cooking odors and noise to other Units.

Residents must not paint, decorate, adorn or place signs upon the outside of the Unit including doors to the Unit.

Section 8: Construction

A copy of the Construction Notification Form can be downloaded from the Association website or obtained by emailing the Manager. Elevator usage fees will be waived to encourage home improvement. Please respect construction hours as the sound of construction tools (hammers, drills, etc., etc.) are easily heard throughout the building, regardless of the unit.

8.1 Construction Categories

Remodeling projects have been divided into four categories, which are defined below, along with notification and approval requirements.

8.1.1 Category A

Projects so minor that no formal construction review is required. Category A projects do not affect any common elements, i.e. (including but not limited to):

- General repairs and maintenance within a Unit
- Installation of electric fixtures and other electronic devices which require no additional wiring or venting and do not exceed the present electric capacity of each unit
- Installation of construction of furniture, shelving or the like
- Window treatments such as blinds, draperies or shutters
- Painting, wall-covering, paneling, or drywall crack repair

Notwithstanding any of the above, UNIT OWNERS are responsible for any damages to other Units or common areas as a result of any of the above bullet points.

Requirements: None

8.1.2 Category B

Minor projects requiring notification. Category B projects include items from Category A in addition to possible interruption of water, alteration of Unit walls, minor plumbing and electrical, i.e. (including but not limited to):

- Carpet installation or Removal (Noise producing)
- Hard surface flooring (marble, ceramic tile, hardwood flooring, etc., etc.) (Noise Producing)
- Kitchen or Bathroom cabinet Installation or Removal (Noise Producing)
- Sink, faucet or tub replacement installation in the same location without wall or
- Plumbing modification
- Appliance (Refrigerator, dishwasher, washer, dryer, etc.) installation in the same location without wall or plumbing modification

Requirements:

- Submission of the Construction Notification Form to the Manager prior to the work being started.
- Other work is subject to inspection at the Association's discretion.

- Out of respect and courtesy, please notify Residents of adjoining units.

8.1.3 Category C

Complex projects may include items from categories A and B in addition to possible involvement of common elements and/or extensions or interruptions to electrical phone, cable TV or plumbing systems, i.e. (including but not limited to):

- Termination or rerouting of limited common element plumbing, electrical or telephone systems
- Altering or closing of limited common element plumbing pipes
- Wall removal, relocation or addition involving walls containing ventilation shafts
- Installation of plumbing fixtures and/or appliances including a whirlpool tub, wet bar sink, etc., etc.
- Wall modifications involving limited common element plumbing or piping relocations

Requirements:

- Submission of the Construction Notification Form to the Manager prior to the work being started.
- Certificates of Insurance (for Association approved amounts) will be required from all contractors and must be submitted prior to granting approval.
- Written approval is required which may take up to 30 days. At the Board's discretion, initial document review may be submitted to an independent Architectural or Engineering consultant. All charges related to the independent review will be the responsibility of the UNIT OWNER.
- Out of respect and courtesy, please notify your Neighbors.

8.1.4 Category D

Projects that impact Common Elements and/or projects involving more complex Limited Common Element modification. Category D projects may include items from Categories A, B and C in addition to possible extension into common area space, i.e. (includes, but is not limited to):

- Combining Units
- Moving location of entry door(s) in common area corridor
- Modifications involving work in common area electrical and/or mechanical rooms or chases
- Modification to risers (plumbing, communications, electrical, ventilation, etc.)

Requirements:

- Submission of the Construction Notification Form to the Manager prior to the work being started.
- Certificates of Insurance (for Association approved amounts) will be required from all contractors and must be submitted prior to granting approval.

- Written approval is required which may take up to 30 days. At the Board’s discretion, initial document review may be submitted to an independent Architectural or Engineering consultant. All charges related to the independent review will be the responsibility of the UNIT OWNER.
- Inspection by Association Authorized Representative will be required prior to closing up of any walls or others areas concealing plumbing or electrical work or flooring underlayment.
- Out of respect and courtesy, please notify your Neighbors.

8.2 Construction Agreement

Except as may otherwise be approved by the Board or as may be permitted by the declaration, no owner/resident of a unit shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antenna, machines or air conditioning units be installed on the exterior of the condominium building or protrude through the walls or the roof. No resident shall contract for any plumbing, electrical or mechanical repairs to their unit, or allow any plumber, electrician or other contractor to make such repairs to their unit or the common area unless such plumber, electrician or contractor has been approved for such work in writing by the Association.

Any penetration of the “envelope” of a unit (for example, cutting a hole in the flooring, ceiling, or common or exterior walls to facilitate a plumbing change or other modification) must be approved by the association. As part of the approval process, the owner may be asked to sign documents indemnifying the association for any damages that might be caused by said work and to mitigate potential inconvenience to neighbors.

8.2.1 Proof of Insurance

A contractor shall not commence work under any circumstance until all verifications of insurance required has been submitted to the Manager.

- UNIT OWNERS’ Contractor shall secure, pay for and maintain all required insurance in limits not less than: General Liability (bodily injury and property damage) - \$1 million for each claim.
- Worker’s Compensation - \$100,000 per accident, \$500,000 policy limit, \$100,000 employee/disease limit;
- The Board may impose additional insurance requirements on Category D projects (i.e. - \$10 million general aggregate).
- In the event that such insurance lapses prior to the completion of UNIT OWNER Contractor’s Work, the Association will have the right to suspend such work until Management receives evidence of appropriate insurance and approves such insurance.
- The Association reserves the right to revise the parameters and scope of the insurance requirements from time to time. Each UNIT OWNER and their respective Contractors shall be advised of any such changes.

8.2.2 Pre-Qualified Contractors

All contractors performing electrical or plumbing related work must be approved/preferred vendors of the Association. UNIT OWNERS may pre-qualify vendors through an approval process. Contact the Manager for details.

8.2.3 Permits, Fees and Notices

The UNIT OWNER or UNIT OWNERS' Contractor shall secure and pay for the building permit(s) and for all other permits and governmental fees, licenses and inspections, which are necessary and legally required for the proper execution and completion of their work. A copy of any and all permits shall be provided to the Manager with the Construction Form submission.

If the UNIT OWNER or UNIT OWNERS' Contractor performs any work, knowing or, if in the reasonable performance of his obligation hereunder, should have known city permits or Association specification were required, then the UNIT OWNER shall make all changes as required to comply therewith and bear all costs thereof and shall indemnify and hold the Association harmless from any losses suffered thereby.

8.2.4 Hours for Construction

The Property shall be open for construction between the following hours:

Monday, Tuesday, Wednesday, Thursday, Friday	8:00AM – 5:00PM
Saturday, Sunday	9:00AM – 5:00PM

No noise producing construction work shall be permitted on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

8.2.5 Neighbor Notification

Out of courtesy and respect, UNIT OWNERS should deliver written notification of the construction project to all Units located on the same floor and all Units on the adjacent floor above and below the Unit. At a minimum, the notification will include: Unit #, brief description, anticipated start/end dates, and UNIT OWNER and UNIT OWNERS' Contractor email address and phone number.

8.2.6 Common Elements Protection

UNIT OWNERS' Contractor will be responsible for protecting the floors, walls, and ceilings of the common elements on that floor. The Manager should be immediately notified if there is any damage to the Building or other Units. The UNIT OWNER is responsible for all costs associated with any necessary repairs to the common element or other Units that are caused by the UNIT OWNERS' Contractor.

8.2.7 Storage of Materials

There are no exceptions to the following rules:

- All of the construction material must be stored within the Unit or removed from the building after cessation of work each day.
- Storage of materials in corridors, or vacant areas will not be permitted, and may be subject to fines by the Association.
- No explosives of any kind shall be allowed in the building.
- Failure to comply with these regulations will result in immediate removal of all material by the Management at the expense of the UNIT OWNER.

8.2.8 Utility Interruption

No utility interruption will be permitted without written approval from the Management. The UNIT OWNER or Contractor is required to give the Manager a seventy-two (72) hour notice before any Building or utility service interruption which affects occupied and unoccupied areas. For all plumbing projects, please refer to the scheduled water-shutoffs that occur every other month and plan accordingly.

8.2.9 Disposing of Construction Debris, Construction Materials and Large Items

Construction debris must be removed by the Contractor and may NOT be placed in building dumpsters. Large items left by trash/recycling receptacles require a special pick up; the special pickups must be scheduled with the Manager 72hrs in advance. If notification is not given to the Manager, a service charge shall be assessed to the owner at the rate of \$100.00 per hour with a one (1) hour minimum to properly dispose of said items.

8.2.10 Inspection

The Association has the right to inspect any work in progress, any completed work, the methods or materials used in connection with any such work to ensure that the same are in compliance with the rules and regulations governing such work.

It is the responsibility of the UNIT OWNER to ensure that any required reviews or inspections are completed prior to closing any walls or the completion of any installations by the contractors or workers. In the event the UNIT OWNER fails to complete any required reviews or inspections, the Board may require that any concealing walls be reopened to permit such reviews or inspection at the expense of the UNIT OWNER.

8.2.11 Enforcement of the Construction Rules

Failure to comply with these Rules will subject the UNIT OWNER to penalties as assessed by the Board. These penalties include, but are not limited to, the levying of fines and the eviction of the Owner from the Property.

Section 9: Spare Key, Key Lock Boxes and Keyless Door Locks

Residents and/or their real estate agents may install Spare Keys in a Key Lock Box within a designated common area (i.e. – the trash area). Residents will need to contact the Manager for

the appropriate access code for the guest, visitor, vendor, contractor or realtor and then provide the Manager with the combination code for the Key Lock Box.

The use of a personal or real estate agent Key Lock Box is at the resident's sole discretion and risk. The Association assumes no liability for theft, loss, or any other damages resulting from use of a Personal Key Lock Box.

Unit Door keyless entry lock systems may be installed at the resident's discretion. The color and style must harmonize with existing lockset.

A working spare key for the unit must be provided by the UNIT OWNER in the event that the locking system for the unit has changed.

Section 10: Mailboxes, Mail, Mailbox Keys

Each Unit is assigned one mailbox for US Postal Service mail (located on the first floor of the building).

- To ensure proper delivery of mail, residents should ensure that their Unit number is included on all mail.
- Outgoing mail can be dropped in the letter slot located in the mailroom. The mail is picked up on routine work days of the USPS. The Association is not responsible for any lost or stolen mail that is left "on" or "around" the mail-drop due to the parcel not fitting in the slot.
- The Association and/or Manager does not provide a mail holding/vacation service; arrangements should be made with the Post Office.
- Mailbox Keys can be obtained through the U.S. Post Office and are the responsibility of the UNIT OWNER.
- Lessees must obtain mailbox keys from their UNIT OWNER.
- Property Management cannot assist with access or replacement mailbox keys.

Section 11: Pet Rules & Regulations

The Property follows the Animal Ordinance of the City and County of Denver.

- No one shall have more than two domestic animals in a Unit at the Property.
- These animals may include two (2) dogs; two (2) cats; or one (1) cat and one (1) dog.
- No animals shall be bred in any Unit.
- Pet sitting for outside pets is permitted; the Manager must be notified.
- Cats and dogs must be transported in and out of the building in pet carriers, carried, or walked with leashes.
- Any wild, exotic, farm, or poisonous animal is not allowed. This includes, but is not limited to snakes, ferrets, pigs, tarantulas, etc., etc. Insects are not allowed.

11.1 Requirements for Pet Ownership

As a condition precedent to keeping a dog, cat, or other animal in a Unit at the Property, residents must provide the Manager with the following:

- Residents agree to indemnify and hold harmless the Association, other UNIT OWNERS, the Management Company and their agents, for any loss or liability caused by or arising out of their pet.
- Residents must register their pet by submitting a completed Pet Registration and Agreement Form. The pet registration will include a picture taken by the Pet Owner and may be delivered via E-mail and sent separate of the form.
- Evidence of compliance with all licensing requirements under applicable law, including appropriate veterinary certificates with respect to vaccinations and registration with the City and County of Denver.
- Dog Owners must also pay a Dog Pet Fee. This fee does not apply to any liability for violation of the Pet Rules & Regulations.

11.2 Pet Conduct

- Pet owners must abide by a policy of non-interference with the non-pet owners, following simple acts of courtesy to ensure that all residents are respected.
- No person shall keep an animal which by frequent or habitual howling, yelping, barking or making other noises annoys or disturbs another Resident or guest.
- Pets must be under control at all times, carried, in cages, or on a leash when outside of the Unit.
- Pets may not be left unattended in common areas.
- Residents must clean up any mess or droppings left by their pets. If an accident occurs while transporting a pet to/from the building the Pet Owner is responsible for this cleanup.
- The Pet Owner is responsible for any and all costs that may result from cleanup, repair, and/or replacement of any property damaged by a pet.
- Dogs and cats brought into the building for less than a day (12 hours) (accompanying a friend, for example) do not have to be registered, but the Manager and/or Board reserves the right to require that these visiting animals be removed if they exhibit unruly behavior or if any Resident has a complaint about their behavior.
- Any pet deemed to be consistently creating a nuisance or hazard, as determined by the Board, is subject to permanent expulsion from the Property.

11.3 Pet Fees - Dogs

- Dog Owners will be charged a one-time non-refundable fee per dog for dog ownership in the Property:
 - Dog Ownership Fee: \$150 per dog

11.4 Unauthorized Pets

Owners who do not register with the Manager will receive a written notice. All fines will be levied according to the enforcement and fine policy adopted by the Board.

Section 12: Moving In & Moving Out

Management and the Association apologize in advance in the event of scheduling conflicts, emergencies, and unexpected or scheduled maintenance that force rescheduling of any anticipated moves. While some events are beyond the power of Management and the Association to control, if rescheduling is necessary, the Association's fees will still be due.

Moves are permitted from 9 AM to 4:30 PM Monday through Friday. Under no circumstances are moves allowed on weekends or holidays or outside of the stated time period.

[Moves must be scheduled in advance with the Manager. Only one move per day is allowed. Schedule as early as possible to get a desired move date. \(Click this link to access the HOA Calendar.\)](#)

The fee for moving in and out is a one-time payment for the following unit layouts:

- \$300.00 for 1, 2 and 3 bedroom units
- \$150.00 for furnished units and lofts
- \$75.00 for individual roommates or residents who are added as occupants or terminate as occupants of a rental unit outside of the date on the original lease agreement

This is payable when the move-in is scheduled to secure the desired date. Any damage to the building or the elevators, whether by movers or occupants, together with clean-up charges will be assessed to the UNIT OWNER. Any attempt to make an unscheduled move is a violation subject to a \$150.00 fine in addition to the moving fee and will be assessed to the UNIT OWNER. Prior to fines being levied the UNIT OWNERS will be provided notice and an opportunity for a hearing pursuant to the Association's enforcement and fine policy.

The HOA is not required or obligated to provide materials to assist with moving in or out of the building.

12.1 Move Requirements

Move-Ins and Move-Outs are subject to the same scheduling rules.

- If renting, a copy of the lease executed in accordance with Association regulations must be given to the Manager when the move is scheduled.
- Incoming Resident Survey Form for each individual who will occupy the unit.
- Payment of the move-in / move-out fee is required.

- All moves must be made via the south door (surface parking entry). Use of the East entry doors (Lobby) is strictly prohibited. This is important to protect the marble tile and glass doors, which if damaged, cost a high amount to repair/replace.

12.2 Moving New Furniture and New Appliances

No fee is assessed to UNIT OWNERS or residents for the moving of new furniture or new appliances in or out, but check with the Manager to secure a desired date for the move (remember, only one move per day) and to secure elevator padding.

Section 13: Visitor Parking

The Property does not have visitor parking spaces. Any visitor who parks in a Residents parking space will cause the offending vehicle to be towed at the owner's expense.

If utilizing the loading zone in front of the building, activate your hazard lights. The City parking enforcement has ticketed vehicles in the loading zone who were obviously not loading.

Section 14: Bicycles

Take bikes in and out of the building using the garage entrances. Do not use the front doors or south entry on the first level. This prevents costly damage to the doors (chipping, scratching, etc., etc.) Storage is provided in the garage per availability and at the owner of the bicycle's own risk. Guests are not permitted to bring bicycles into the building. If bicycles are being transported to the unit of a resident, appropriate measure must be taken to prevent damage to the building or the elevator. Any damages to the building or the elevators, together with clean-up charges (due to mud/other debris from the bicycle) will be assessed to the UNIT OWNER.

The Association will schedule times for a cleanup, as needed, to account for all bicycles that are being stored in the garage that may have been discarded by former residents. UNIT OWNERS will receive this notice via written and electronic correspondence and it is their responsibility to communicate with tenants. Notices will also be posted in the building regarding the cleanup. The bicycles that have been determined as "discarded" will be donated to Recycle Bicycles or another non-profit organization for redistribution. To ensure that your bicycle is not unintentionally donated, please, please stay aware of communications from the HOA related to bicycle cleanup.

Section 15: Insurance

The Association does not provide any insurance for individuals or their units nor is it responsible for personal property in the units or on the premises. UNIT OWNERS should obtain liability insurance for accidents, water leaks, and fires. UNIT OWNERS who rent should consider requiring their tenants to purchase Renter's Insurance.

Section 16: Lock-Outs

A lock-out is not an emergency and the Manager, Board or Management Company cannot and will not assist with lock outs. Residents will need to call a 24-hour locksmith.

Section 17: Extended Absences of Residents

Residents are encouraged to give the Manager their contact information when they are going to be out of town for an extended period of time and the date that they will return.

Section 18: Cable Television and Internet Access

The Association does not provide basic television or Internet Access. Residents may subscribe for such services by contacting respective vendors. Satellite dishes are not allowed on common elements (i.e. – the roof or exterior portions of the building, or on the common grounds.)

Section 19: Holiday / Seasonal Decorations

- Wreaths are not allowed on doors.
- Residents who install real Christmas trees are responsible for any cleanup left by the tree during the installation and removal of the tree. There will be a \$100.00 per hour (one (1) hour minimum) service charge to UNIT OWNERS if cleanup services are provided.

Remember the following suggested tips for tree safety:

- Keep your tree hydrated – Add water to your tree as soon as you get it home. Remember to water it daily. Dehydrated trees are much more flammable and can catch fire in minutes.
- Location of the Tree – Do not place your tree near a heat source. Candles, heaters and fireplaces should all be at least three feet from the tree. Avoid putting your tree near an exit. In the case of an emergency, you do not want a tree blocking your way out.
- Choose the right lights – Make sure your lights are approved for indoor use. Outdoor lights have a higher wattage incandescent light bulb, which puts out a lot more heat. The increased heat on a dehydrated tree can potentially lead to fire. Before you add lights to your tree, check to make sure they do not have frayed edges or loose wires.
- Think As You Decorate – Avoid placing breakable tree ornaments on lower branches where small children or pets can reach them.
- Unplug Your Tree – Remember to turn off your tree lights every night before you go to sleep. It doesn't take long for a tree to catch fire and engulf a home. Turn the lights on only when you are home.

- o Know When It's Over – When your tree starts shedding needles excessively or turns brown, it is time to take it down. Watch the news or contact your city to find out if they have a tree-recycling program where you can dispose of your tree.

Section 20: Emergencies

In case of an emergency, residents should first call 911. After calling 911 and speaking with the operator, residents are encouraged to contact the management company regarding the emergency. Emergency evacuations plans are posted on each floor near the elevators. Residents should familiarize themselves with their closest emergency exit as well as a second exit in case the first exit is blocked.

Section 21: Harassment

No Harassment of any kind will be tolerated of Association agents, its Board, or Residents. Harassment, in the sole discretion of the Board, is considered in violation of these rules and subject to fines.

Section 22: Noise Complaints

Residents of a high-rise, multi-unit building must accept and tolerate a certain level of noise. When the activity of a neighbor disturbs quiet enjoyment, it is usually NOT due to the neighbor's desire to be discourteous. When noise from a neighbor is disrupting peaceful enjoyment, the first step is a friendly discussion or notice regarding the noise.

If the direct notification does not resolve the noise issue, then residents may notify the Manager via email. The resident may also choose to file a complaint with the Police department or call 311.

Once the Manager is notified of a noise complaint, the date, time and nature of the complaint is logged, as well as attempts to validate the origin of the offending noise. If validated, the resident will be given an opportunity to correct the problem or be subject to violation of these rules.

Section 23: Odors

No resident may allow noxious (harmful or injurious to health) odors, whatever they may be, to intrude into other Units or the common areas.

In regards to the routine smells/odors of everyday life, the response to an odor as pleasing or disturbing is subjective. As such, the Association will apply a "reasonableness" test (intensity, character, duration, and frequency) in its response to any non-noxious odor complaint.

- If a disturbing odor is identified, an attempt to locate the source shall be made. If the source cannot be located, the resident may seek assistance from the Manager.
- In cases where the odor cannot be determined, the Association's response will be limited to an assessment that the building's ventilation system is operating normally, notification to neighbors on the same floor, and possible actions that the resident may take to minimize the issue.
- If the source of the odor is determined to be coming from a neighboring unit, the first thing to do is to notify that neighbor as he or she may not be aware that there is a problem. If the odor continues to be an issue, the resident may notify the Manager for additional actions. If the Association can validate that the odor represents a nuisance, then actions will be direct to that UNIT OWNER to modify activities in their unit to eliminate the odor.

Section 24: Vandalism

Vandalism or other damage to the Common Elements of the building is both a criminal offense and a violation of the rules and regulations. If the person committing the vandalism is a resident, he or she will be prosecuted. If the person committing the vandalism is a guest of a resident, the vandal will be prosecuted.

Section 25: Owner Requirements

All Owners must deliver the following forms to the Manager with a \$100.00 processing fee.

1. Incoming Resident Survey Form
2. Emergency Contact Information
3. Governing Documents Acknowledgement
4. A copy of the Warranty Deed
5. Fitness Center Waiver
6. Pet Registration Form (if applicable)

If a UNIT OWNER fails to provide all of the information requested, then all costs and expenses incurred by the Association in obtaining this information, including attorney's fees, will be charged to the account of the Unit Owner. Any additional work by the Manager will incur a \$100.00 per hour (one (1) hour minimum) service charge to UNIT OWNER. Prior to fines being levied the UNIT OWNERS will be provided notice and an opportunity for a hearing pursuant to the Association's enforcement and fine policy.

Section 26: Leasing Unit Regulations

Pursuant to the Declaration a UNIT OWNER shall have the right to lease their unit under the following conditions:

- All leases shall be in writing;
- All leases shall provide that the terms of the lease and lessee's occupancy of the Condominium Common Interest Community shall be subject in all respects to the provisions of this Declaration and to the provisions of the Articles of Incorporation, Bylaws and Rules and Regulations. Any failure by the lessee to comply therewith shall be a default under the lease. Any Owner who leases their unit shall, within ten (10) days after the execution of such lease, forward a copy of the same to the Manager;
- No lease shall be for a term of less than ninety days.
- A unit may not be conveyed pursuant to a time-sharing arrangement described in Sections 38-33-110 to 113, Colorado Revised Statutes.

The Board has deliberated on the special issues posed by tenants/non-owners residing in the community. Tenants may not have full knowledge of and thus not be in compliance with the Declaration, By-Laws, and with the provisions of other governing documents including these Rules & Regulations. Experience and investigation has led to the conclusion that many owners and property managers may not be providing copies of the Association's governing documents to prospective and actual tenants or even informing them that they exist. This causes confusion and inadvertent non-compliance by tenants. Problems that are caused by this practice can be easily avoided. Furthermore, some owners do not inform the Association when they are renting out their property, and/or do not provide the Association with any information about their tenants (as of 5/17/2014, only three (3) leases are on record for the entire Property). The Association then experiences difficulty in communicating with owner and/or the tenant about these questions or issues. Therefore, UNIT OWNERS and their tenants must comply with the following Rules and Regulations when homes are rented.

26.1 Leasing Fee

Effective January 1, 2015 UNIT OWNERS who wish to rent their homes shall pay an annual leasing fee of \$360.00 for each rental unit, which may be rented for any part of a calendar year with a minimum rental period as determined by the Declarations. UNIT OWNERS who are in violation of not compliant with this fee will receive a 1st violation (written notice), 2nd violation (\$150.00 fine), 3rd violation (\$200.00 fine) and each subsequent violation (\$250.00). Prior to fines being levied the UNIT OWNERS will be provided notice and an opportunity for a hearing pursuant to the Association's enforcement and fine policy.

26.2 Leasing Rules and Regulations

All UNIT OWNERS who rent or who are considering renting their home are subject to these Rules and Regulations.

- **No partial leasing of a home**. Partial leasing of a home is not permitted. To clarify, a UNIT OWNER cannot reside in the home while also leasing a portion of it to a third party.
- **UNIT OWNERS who rent and are NOT in good standing**. In the event that a UNIT OWNER is not in good standing with the the Association, the Board will seek a tenant

garnishment or receivership over the unit to intercept rent from the tenant to the UNIT OWNER.

- **Owner relinquishes privileges to the use of all amenities and common / limited common elements upon leasing agreement.** The UNIT OWNER of a rented dwelling shall relinquish their privileges to the use of all amenities with the Property including the use of common/limited common elements. Persons who sign the lease will assume the privilege to the use of amenities and common/limited common elements.
- **Professional Services for Renters.** The Association does not offer property management services that execute the agreement of the lease between tenant and landlord. This type of professional service and all similar professional services are the responsibility of the UNIT OWNER.
- **Owner to provide governing documents to tenant(s).** At or prior to signing a lease agreement, the UNIT OWNER or owner's agent will provide to the tenant(s) copies of the Declaration, By-Laws, all Policies, Rules & Regulations of the Association (hereafter collectively referred to as the "governing documents"), and any amendments to them. Copies of the governing documents may be obtained from the Association website.
- **Required lease agreement/provisions.** Lease must be between UNIT OWNERS and tenants. All lease agreements must be in writing and be a minimum term of ninety (90) days unless otherwise permitted in writing by the Association for special or exigent circumstances. UNIT OWNERS intending to rent out the unit will specifically include written provisions in the lease to be signed by the tenant, which are binding on the tenant, tenant family members and guests (hereafter collectively "tenant") covering or providing for all the following:
 - That the tenant acknowledges being aware of all governing documents.
 - That the tenant understands and acknowledges that the tenant is fully subject to the governing documents and must comply with them in all respects.
 - That if the tenant fails to comply with any provisions of the governing documents it will be considered a material breach or default of the lease agreement, and this fact will be sufficient reason for eviction.
 - **Definition of a Lease Agreement.** A legal document outlining the terms under which one party agrees to rent property from another party. A lease guarantees the lessee (the renter) use of an asset and guarantees the lessor (the property owner) regular payments from the lessee for a specified number of months or years. All lease agreements are required to be presented to the Manager in writing and follow the provisions pursuant to the Declaration, Article XI, Section 11.4.
 - **Definition of Lessees/Renters/Tenants.** A resident who occupies a Unit rented from the Unit Owner. The lessees/renters/tenants pay rent for the occupancy and under a lease agreement with the Unit Owner. (This would exclude family members and guests that do not pay rent or residents who are not subject to a lease agreement.) All lessees/renters/tenants must sign a lease agreement which

must be presented to the Manager in writing and follow the provisions pursuant to the Declaration, Article XI, Section 11.4.

- **Required forms of Acknowledgement or Agreement.** All leases must be accompanied by documentation stating that the lessee has read, understands and agrees to the governing documents of the Association.
- **Eviction of tenant for repeated non-compliance.** In the case of repeated, uncured violations of the governing documents by a tenant, where the Association has mailed at least three (3) notices of violation and request for compliance to tenant and owner and tenant has refused or otherwise failed to comply, the owner/member, upon written notice and request from the Association, will commence an eviction proceeding against the tenant and prosecute it to completion and eviction of that tenant.
- **Fines for non-compliance.**
 - If at any time a property is found to not comply with any of these rules and regulations, then the UNIT OWNER will receive a 1st violation (written notice), 2nd violation (\$150.00 fine), 3rd violation (\$200.00 fine) and each subsequent violation (\$250.00).
 - All fines will be levied according to the enforcement and fine policy adopted by the Board.
- **Communication between HOA and Landlord.** All tenants will fully comply with these Rules & Regulations adopted by the Association.
 - Tenants are encouraged to participate in regularly scheduled HOA meetings.
 - All tenant violations will be directed to the landlord in writing. The landlord must take action to resolve the violation with its' tenant to avoid fines.
 - The landlord is responsible for the conduct of the tenant and the tenants guests and will be assessed any fines if the tenant is not compliant with the governing documents.
- **Existing leases.** All UNIT OWNERS with existing written lease agreement(s) in place or tenant(s) residing in their houses must comply with all the provisions of Section 26: Leasing Regulations by January 1, 2015 or at the time of renewal or extension of such lease or when they lease to another tenant, whichever occurs first. Owners who have rented out their house under a verbal agreement, or who have tenant(s) in their home on a month to month basis due to their written term-lease agreement expiring and the tenant continues to live in and/or rent the house must comply within thirty (30) days from the date this rule is mailed to them.

Section 27: Conduct of Meetings

The policy that allows the HOA to facilitate the efficient operation of Owner and Board meetings and to afford Owners an opportunity to provide input and comments on decisions affecting the community, refer to the RESOLUTION OF VERSAILLES CONDOMINIUM ASSOCIATION,

INC. ADOPTING PROCEDURES FOR THE CONDUCT OF MEETINGS. This resolution took effect September 3, 2014 and copies may be obtained from the Association website.

Section 28: Conflict of Interest

The policy and procedure to be followed when a Director has a conflict of interest to ensure proper disclosure of the conflict and voting procedures and to adopt a code of ethics for Directors, refer to the RESOLUTION OF VERSAILLES CONDOMINIUM ASSOCIATION, INC. REGARDING BOARD MEMBER CONFLICTS OF INTEREST. This resolution took effect September 3, 2014 and copies may be obtained from the Association website.

Section 29: Inspection of Records

The policy regarding an Owner's right to inspect and copy Association records and the procedure to be followed when an Owner chooses to inspect or copy Association records, refer to the RESOLUTION OF VERSAILLES CONDOMINIUM ASSOCIATION, INC. REGARDING POLICY AND PROCEDURES FOR INSPECTION AND COPYING OF ASSOCIATION RECORDS. This resolution took effect September 3, 2014 and copies may be obtained from the Association website.

Section 30: Fire Safety

The Versailles Condominium Association is required by the City & County of Denver to keep a signed certificate from each unit owner on file that verifies the smoke detectors are functioning properly as well as portable fire extinguisher and carbon monoxide alarm in each unit. Testing spray that simulates smoke can be purchased at a hardware store. The Manager will send the certificate of compliance via snail mail and/or email with a hard deadline to be returned in entirety. Certificates that are received after this deadline are considered delinquent.

In addition to the requirements of the City & County of Denver, we strongly recommend replacing the batteries in your smoke detectors every six months. This is for the safety and security of you and others at The Versailles. Please remember that all hallway/fire doors must remain closed at all times. This is fire code and it must be followed.


Section 31: Adoption of Rules & Regulations

The stated rules and regulations have officially been adopted by the Board for and on behalf of the Versailles Condominium Association effective immediately as of **OCTOBER 15, 2014**.

Board of Directors:

 _____, Jeremy Parnacher - President

 _____, Timothy Hughey - Vice President

 _____, Philip Storch - Secretary

 _____, Bibek Regmi - Treasurer

 _____, Katie Kaszynski - Director of Membership

 _____, Megan Meermans - Director of Projects