

**Hillcrest Village Homeowners Association, Inc.**  
**Rules and Regulations**  
**300 Hudson Street Denver, CO. 80220**  
**Revised February 27, 2014**

**A. General**

Hillcrest Village Condominium owners, lessees, vendors, contractors, agents, and guests are responsible for complying with all applicable Association Governing Documents (Declaration of Covenants, Conditions, and Restrictions, and Amendments; By-Laws; Articles of Incorporation; and Rules and Regulations). The following Rules and Regulations are established by the Board under the authority of the Governing Documents and Colorado statutes. Rules and Regulations are not a substitute for the Declaration; they are provided to clarify or highlight the covenants. For a complete understanding of the terms and conditions of home ownership and residency in Hillcrest Village Condominiums, please consult the Declaration and these Rules and Regulations. All words and phrases defined in the Declaration shall have the same meaning when used herein. Questions regarding any of these should be directed to the Management Company.

**1. Use of Common and Limited Common Areas:**

Please refer to the Declaration for the complete definitions of Common Elements and Limited Common Elements.

Common Element sidewalks, driveways, entrances, passageways, storage, parking, or maintenance areas shall not be obstructed or used by any Resident, for any purpose other than the ingress and egress for which they were designed. Nor shall these areas be used for recreational purposes. First floor patio gates are not to be used for ingress or egress into or across the Common Area. No bicycles, wagons, or other sporting or recreational equipment may be pulled, ridden, or carried through the common elements of the building. Nor may they be stored or placed at the entrances of the building. All of these types of items must be stored and accessed from the Unit Owners' storage areas in the parking garage. No articles shall be placed on or in any of the Common Elements except for those articles of personal property which are the common property of all of the owners. Nothing shall be hung on walls or doors outside of owners' units nor placed outside of the owners' doorway, i.e. door mats, decorative pots, vases, shopping carts, shoes, boots, newspapers piling up, etc.

To create a uniform appearance from outside of the building, the portions of any window covering or window treatments that are visible from the exterior of the building shall be white.

No owner and none of such owner's guests may interfere in any manner with any common heating, lighting, communication, or other utility apparatus in or about the Condominium Project.

No Residential Unit Owner shall perform any kind of work on the exterior building surfaces or upon other Common Elements without written Board approval.

Balconies, patios, railings and exterior portions of the building shall not be used for hanging of garments, towels, rugs, pennants, or lights or for placement of devices, fixtures or equipment. Planters and approved flower boxes are permitted with water catching saucers underneath. Residents may not alter the appearances of any balconies or patios by painting or otherwise or by altering balcony railings or by the installation of any fixtures nor may any equipment, bicycles, sports equipment or similar articles, rugs or other materials or items of personal property be placed on the balconies or patios or upon such railings or affixed to or placed on the building exterior or in such a way as to be visible from the exterior of the building without written Board approval. No rugs or other items or materials shall be cleaned, dusted, or shaken from windows, doors, or balconies. No brooms, mops, tools, or equipment may be stored on the patios or decks. No charcoal cooking grills are permitted on balconies. All propane tanks must be one (1) pound or less. Holiday lights and decorations may be put up as long as they are not hung from or affixed to any of the wood beams and must be removed by the end of the holiday.

Nothing shall be thrown or tossed from the balcony of any unit. This includes, but is not limited to, cigarettes, cigars, and food, stones, and missiles, incendiary or explosive devices. The proper authorities will be called to investigate such activity.

Storage areas are to be used for non-combustible, non-hazardous materials only. Any hazardous materials such as paint thinners, gasoline or other chemicals are forbidden.

Any damage to the Common Elements or common personal property caused by the negligence of an owner or the tenant, agent, guest, visitor, or member of his or her family shall be repaired at the expense of the owner.

## **2. Changing the Landscaping and Exterior of Building and Units**

No improvements or alterations to the exterior of Hillcrest Village Condominiums or of any of the Common Elements may be made without submission to and prior written approval by the Board of Directors.

No flower pots, statues, sculptures, rocks, pavers, etc. may be placed by owners on the outside perimeter of Unit or Limited Common Element patios or decks. Hanging pots are not allowed. Flowers and other plantings are not allowed outside the perimeter of Owners' Limited Common Element patios. Common Element hose bibs are to be used for Association purposes only.

Dish antenna used for reception of television signals may be installed in accordance with Federal Statutes; however, the screening of such antenna shall be subject to approval by the Association. Please call the Association for the complete "Rules for Installation of Antennas." Antenna maintenance and repair, including repair of damage caused by antenna installation, shall be the sole responsibility of the owner.

### **3. Restrictions on Animals and Pets:**

Occupants shall maintain strict control over any cat, dog, or other domestic animal owned by such occupant at all times. The owner of a Unit shall be responsible for all damages done by any animal permitted onto the premises by the owner, or the owner's tenant, guest or visitor. An owner may keep no more than two pets in a unit. Dogs may not weigh more than 35 pounds each. All animals shall be kept on a leash at all times when traveling through Common Elements. Owners must clean up after their pets and dispose of waste material off property, and pets may not be left in any area outside of the Unit unattended, including on balconies or patios.

All owners bringing pets on property will be required to place a \$250 deposit, per pet, with the Management Company. This deposit must be paid prior to the pet's first visit on property. The Management Company reserves the right to use this deposit without consent and without notice, to cure violations of the pet policy stated herein.

Owners will be required to maintain the \$250 deposit, per pet, replacing any amounts deducted during the year. The deposit is refundable to the owner when the owner unregisters the pet. Interest on the deposit, if any, will be retained by the Association and will not be remitted to the owner.

Animals shall not be kept for commercial purposes. Owners shall hold the Association harmless from any claim resulting from any action of their animals.

### **4. Trash:**

No trash, rubbish or other substances may be deposited except in designated trash receptacles or trash chute nor shall any debris, trash, rubbish or hazardous substances be permitted to be released through any of the other systems of the Condominium Project whether sanitary sewer system, HVAC, etc. Owners and occupants are encouraged to recycle recyclable items. All trash, rubbish, newspapers, and the like must be put in sealed trash bags before being disposed by means of the trash chute

### **5. Moving In and Out:**

Arrangements must be made and confirmed in writing with the Management Company to schedule a move, put up and take down elevator pads, and obtain the elevator key, two weeks prior to moving. Moving hours are 8:30 a.m. – 4:30 p.m. Monday through Friday excluding holidays. Furniture and furnishings shall be delivered to and removed from the Condominium Project only at designated loading areas and only after reserving the use of such loading areas with the Association. The cost of moving shall be at the sole expense of the owner or lessee of the residence. Placement of carpet runners are the responsibility of the owner or lessee of the residence and must be used to protect the Common Element carpet and flooring. Additionally, any damage to the Common Elements resulting from the moving or carrying of articles to or from Units shall be repaired at the cost of the owner to or from whose Unit such moving or carrying occurred.

### **6. Locks and Security Codes:**

For the safety and security of all residents, building codes are changed periodically and owners are notified in advance. There are separate codes for vendors and residents. The resident door and elevator code is proprietary and must not be given out. If for any reason a

code must be changed due to the negligence of an owner or lessee, the owner may be charged for all costs associated with the recoding and fined according to the HILLCREST VILLAGE HOMEOWNERS ASSOCIATION, INC. POLICY AND PROCEDURE ENFORCEMENT OF THE DECLARATION, BYLAWS, RULES AND REGULATIONS, OR ARCHITECTURAL GUIDELINES document, adopted January 1, 2006. All vendors, including residents' contractors, realtors, agents, and cleaning services, are required to access the building through the East entrance only. The vendor code is only accessible from that door. If a resident has a contractor in the building, they must be available and prepared to escort them through the building to the areas that they will require access. They should not be in the Common Areas without an escort. Realtors and/or agents who need to have access to the garage area may only use the owner's pedestrian door key to access the door adjacent to the garage door. No one other than the Unit Owner or resident may have access to the elevator/resident code.

### **7. Owner Maintenance:**

Each Unit shall be kept in a clean, safe, and wholesome condition. No owner, resident or agent shall contract for any plumbing, electrical or mechanical repairs to his or her Unit or the Common Elements, or allow any plumber, electrician or other contractor to make any such repairs to the Unit or the Common Elements, unless such plumber, electrician or contractor has been approved for such work, and is properly insured. The Board shall have the right to designate and approve in advance all electricians, plumbers and other contractors that do work or perform repairs in any of the Units or the Common Elements. Any workmen hired by residents for work in Units shall be qualified and insured.

Should an owner experience any trouble with their air conditioning, they should contact the Management Company for access to the roof by an approved HVAC company or use the pre-approved company, United Mechanical Systems.

### **8. Parking and Traffic Rules:**

Four (4) parking spaces are assigned for residents' guests and visitors in the retail parking lot between 6 p.m. and 8 a.m. These spaces are for guests and visitors only. The use of these spaces is subject to the rules of Holly Group, LLC. No party shall have the right to use any underground parking space or storage space who is not either an owner or a resident of a condominium unit, or a guest of such owner or resident. No owner shall rent or lease an underground parking space or storage space to or by any party who is not an owner or resident of a Condominium Unit. Speed in the underground parking garage must not exceed five (5) miles per hour.

### **9. Community/Party Room:**

Owners of Condominium Units may use the meeting/party room currently located on the third floor of the Condominium Project and currently designated as a Common Element, subject to availability, free of charge upon seven day advance written reservation request to the Management Company and Board of Directors. Reservation Forms and Procedures can be obtained from the Management Company.

## **10. Flags and Signs:**

An American flag that is displayed on a daily basis may be displayed in a window or on a deck or patio on a standing flagpole and consistent with the Federal Flag Code, P.L. 94.344: 90 STAT. 810; 4 U.S.C. 4 to 10. Poles may not be affixed to railings or any part of the building or structure. If displayed in a window, the American Flag may not exceed 12" by 18". If displayed on a standing flagpole, the American Flag may be no larger than 2 feet by 3 feet.

A service flag bearing a star denoting the military service of the Unit Owner or a member of the Unit Owner's immediate family in the active or reserve military service of the United States during a time of war or armed conflict is allowed to be displayed inside a window or inside a door only and may not exceed 12" by 18". Exception: A service flag may be displayed on the same standing flagpole as the American flag, under the American Flag and preferably smaller than the American flag, but not larger than the American flag.

Except as otherwise provided in the Declaration, no signs shall be placed or permitted within the Condominium Project, except those placed by the Association and in compliance with SB-100.

Political signs, meaning a sign that carries a message intended to influence the outcome of an election or a candidate, the recall of a public official, or the passage of a ballot issue may be displayed in a Unit Owners window no earlier than 90 days before the day of an election and no longer than 15 days after an election day.

## **11. Sound and Odor:**

Occupants of the Condominium Project whether owners, tenants, guests, visitors or otherwise shall exercise reasonable care and restraint to avoid making or permitting the making of any loud, disturbing or objectionable noises or in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments, appliances or devices in such a manner as to disturb or intend to disturb occupants of other Units. No odor or fumes shall be emitted from any portion of the community which would reasonably be found by others to be noxious or offensive.

The Board of Directors may limit the use of common elements to certain hours of the day and night.

## **12. Soliciting:**

No soliciting, door-to-door sales, handbills, etc., shall be allowed in the Community.

## **13. Payment of Monthly Dues Assessment**

Monthly dues are payable on the first day of each month. Unpaid dues shall be come delinquent on the 20<sup>th</sup> day of each month. The Board shall assess a Late Charge of twenty dollars (\$20.00) for that month's assessment and interest at 18% per annum on outstanding or past due balances then due the Association. The complete collection policy and procedures can be found in the HILLCREST VILLAGE HOMOWENRS ASSOCIATION, INC. COLLECTION POLICY AND PROCEDURE document adopted January 1, 2006 and is pursuant to Colorado statutes, for collection of unpaid assessments.

## **B. Amendments**

The Board may amend these Rules and Regulations as necessary to better meet the needs of the Hillcrest Village Homeowners Association.

## **C. Compliance and Enforcement Policy**

Section 11.12 of the Association Declaration of Covenants Conditions and Restrictions states:

~~No Violation of Rules:~~ No owner and no owner's guest shall violate the Rules and Regulations adopted from time to time by the Association, whether relating to the use of Units, the use of general or Limited Common Elements or otherwise. The Board may impose a fine on any owner for each violation of such Rules and Regulations by such owner, his family, tenants or guests. Determination, with respect to whether or not a particular activity or occurrence shall constitute a violation of this Declaration shall be made by the Executive Board and shall be final.

The complete policy and procedure can be found in the HILLCREST VILLAGE HOMEOWNERS ASSOCIATION, INC. POLICY AND PROCEDURE ENFORCEMENT OF THE DECLARATION, BYLAWS, RULES AND REGULATIONS, OR ARCHITECTURAL GUIDELINES document, adopted January 1, 2006. This policy and procedure is pursuant to Colorado statutes, for enforcement of the Associations governing documents and includes the following:

1. Notice of Alleged Violation.
2. Service of Notices
3. Request for Hearing
4. Board to Conduct Hearing
5. Conflicts
6. Hearing
7. Decision
8. Fine Schedule

Please refer to that document for details.

## **D. Rental Rules**

Owners may use the Association provided application and lease forms. All lease forms must contain language which requires tenants to abide by the Declaration of Covenants, Conditions, and Restrictions of Hillcrest Village Condominiums; By-Laws, Articles of Incorporation, and Rules and Regulations. If the Association lease is not used, all owners or agents must incorporate the TENANT COVENANTS section into the signed lease. Executed/signed copies of approved leases must be submitted to the Management Company prior to scheduling a Move In and before renter moves into Hillcrest Village Condominiums.

Lease terms will be no less than one year. All occupants with pets will make a \$250.00 refundable deposit to Hillcrest Homeowners Association, Inc.

All Move In and Move Out rules apply.