

RULES AND REGULATIONS

OF

AVILA PARK CONDOMINIUM ASSOCIATION, INC.

February 2019

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ARTICLE I. INTRODUCTION

These Rules and Regulations (the “Rules and Regulations”), promulgated by the Board of Managers (the “Board”) of Avila Park Condominium Association, Inc. (the “Association”) were adopted at a meeting of the Board on February 13th, 2019, with an effective date of February 25TH, 2019. These Rules and Regulations shall govern the use and occupancy of Units and shall be deemed in effect until amended by the Board and shall apply to and be binding upon all Owners (collectively, the “Owners”). These Rules and Regulations are adopted by the Board pursuant to the authority granted in Declaration for Avila Park Condominiums (the “Declaration”) and the Bylaws of the Association (the “Bylaws”). The Owners shall, at all times, obey these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision and all Occupants of the Units. These Rules and Regulations are subordinate to and designed to further the purposes and intent of the Declaration for Avila Park Condominiums (the “Declaration”). In the event that there is a conflict between these Rules and Regulations and the Declaration, the Declaration shall control.

These rules are intended to help ensure an enjoyable and comfortable living environment. As a member of this community, everyone has both certain rights but also certain obligations to their neighbors. Objectionable behavior is not acceptable even if it is not specifically covered in these Rules.

ARTICLE 2. DEFINITIONS

All capitalized terms used in these Rules and Regulations and not otherwise defined herein shall have the same meanings given to them in the Declaration.

ARTICLE 3. USE RESTRICTIONS

Section 3.1. Storage. SEE STORAGE AND ABANDONED ARTICLE POLICY

Section 3.2. Debris. No garbage cans, supplies, milk bottles, bicycles, or other articles shall be placed on the patios, decks, balconies, or entryways, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, patios, decks, balconies, or entryways, or exposed on any part of the Common Elements; and the Common Elements shall be kept free and clear of refuse, debris and other unsightly material.

Section 3.3. Balconies. No Owner or Occupant shall allow anything whatsoever to fall from the windows, patios, decks, balconies, entryways, or doors of the premises, nor shall anything be swept or thrown from the Unit or the balcony any dirt or other substances outside of his Unit or on the Common Elements of the Project.

Section 3.4. Garbage Disposal. Refuse and bagged garbage shall be deposited only in the areas provided for such purpose.

Section 3.5. Vehicle Storage. None of the following may be parked on any street or other area within the Project: trailers, mobile homes, recreational vehicles, trucks other than pick-up trucks which do not contain a shell higher than the top of the truck cab or extending beyond the side of the main portion of the body of the truck; boats, tractors, campers, wagons, buses, sleighs, snowmobiles, snow removal equipment, graders, junk motor vehicles (unlicensed, inoperative or unused) which have not been driven under their own propulsion for a period of five days; stripped down or partially wrecked motor vehicles, and auto parts or any sizable parts for any of the foregoing. The Owner shall be responsible for all costs incurred by the Association to remove, tow and store such vehicle or equipment. No vehicle repair or service may be undertaken on the Project premises.

Section 3.6. Association Employees. Employees or Contractors of the Association or the Managing Agent shall not be sent off the Project premises by any Owner or Occupant at any time for any purpose. No Owner or Occupant shall direct, supervise, or in any manner attempt to interfere or assert any control over the employees or contractors of the Association or the Managing Agent.

Section 3.7. Quiet Time. All Owners and Occupants observe quiet time in or about the Project from 10:00 p.m. each evening to 7:00 a.m. the next morning. No Owner or Occupant shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the other Owners or Occupants. No Owner or Occupant shall allow any musical instrument to be played, or allow the operation of a phonograph, television, radio or sound amplifier in his Unit, in such manner as to disturb or annoy other Owners or Occupants of the Units in the Project. The Board or its Managing Agent shall have the right to abate all nuisances in or about the Project.

Section 3.8. Satellite Dishes & Wiring. Satellite dishes one meter or less in diameter may be installed on the owner's balcony provided they are not installed into the exterior of the building or installed in such a way as to penetrate any railing or the roof of the building. Any deviation from these guidelines will require prior approval of the board.

Section 3.9. Guests. An Owner may rent or lend his Unit to others, subject to the restrictions in Section 8 of these Rules and Regulations and Section 13.6 of the Declaration. An Owner may invite guests to share occupancy of his Unit, provided that the maximum occupancy limits are not exceeded. Owners are responsible for the conduct of their guests, and for all financial obligations incurred by their guests at the Project. The Managing Agent will not give access to any Unit without written permission from the Owner otherwise entitled to use the Unit. No Unit shall be occupied overnight by a number of persons in excess of the the limits allowed by Denver Zoning requirements: in a 1-bedroom unit, two unrelated persons (or up to 3 with a home occupation permit), or in a 2-bedroom unit, 4 unrelated persons (or up to 6 with a home occupation permit).

For purposes of this rule, children under of the age of twelve (12) shall not be deemed occupants. Violation of the rule will result in a Tier 1 fine per excess occupant per night in accordance with the Association's Enforcement Policy.

Section 3.11. Signs. No nameplates, numbers, lighting, doorbells, door knockers, sign, advertisement, notice, or other lettering shall be installed, exhibited, displayed, inscribed, painted or affixed, in, or upon the outside of exterior doors or any other part of the Units, or other property in the Project by any Owner or Occupant without the prior written permission of the Board; provided, however, that one sign not greater than two square feet in area and approved by the Board may be used by an Owner in connection with the sale of his or her Unit, and shall only be placed in a window. Any signs not in conformance with the foregoing restrictions may be removed by or on behalf of the Association and any damage caused by the placement and removal of such nonconforming sign shall be paid for by the owner responsible for the placement of such sign. Political signs and the American Flags are permitted as allowed by law.

Section 3.12. Inflammables. No inflammable, combustible, explosive, or otherwise dangerous fluid, chemical, or substance shall be kept in any Unit except such as are required for normal household use.

Section 3.13. Locks. The Association has the right to enter each Unit with a pass key for emergency purposes and other reasons as stated in Sections 14.8 and 14.9 of the Declaration. A Unit Owner shall not change the exterior locks on their Unit without providing the Association with a replacement key.

Section 3.14. Animals. SEE PET POLICY

Section 3.15. Parking. The Owners may permit their Occupants to use the guest parking spaces on the Project, if any, pursuant to these Rules and Regulations. No such parking shall be used for more than a period of eight hours per day by any such Occupant. An Owner may not use the parking spaces provided for guests, if any, for its use for parking the Owner's vehicles for any period. The Association may establish additional reasonable rules and regulations for the use of the individual parking spaces and guest parking spaces. See separate Parking Policy regarding vehicles, scooters, bikes, etc. More than one vehicle may be stored in a parking space at Board discretion only.

Section 3.16. Window Coverings. All window coverings shall be white or beige on the side which is visible from the exterior of the Unit.

Section 3.17. Interior Improvements. SEE UNIT, BALCONY AND STORAGE UNIT IMPROVEMENT POLICY

Section 3.18. Barbecue Grills. The City and County of Denver limits the type and size of grills that can be used on balconies in multi-unit buildings. The only permissible grills are gas grills with a 1 pound or less capacity propane tank and electrical grills. No larger grills or open charcoal grills such as hibachis are allowed, nor any other open flame device.

ARTICLE 4. ASSESSMENTS

Section 4.1. Unit Assessments. Assessments due from Owners of Units shall be due in monthly installments on the first day of each month and shall be considered late if not received by the tenth day of the month. Failure dollars (\$50.00) and the unpaid installment plus the late fee shall bear interest at the rate of 18% per annum from and after the payment date until the unpaid installment, late fee and all accrued interest are paid. **Please see the Association's Collection Policy for additional information.**

ARTICLE 5. TRANSFERS

Section 5.1. Transfers. All transferees of Units shall provide the Transfer Information (as hereinafter defined).

Section 5.2. Transfer Information. The Transfer Information shall be provided to the Managing Agent within seven (7) days after the transferee obtains title to the Unit. The Transfer Information shall consist of:

- a. A true and correct copy of the recorded instrument conveying or transferring the Unit or such other evidence of the conveyance or transfer as is reasonably acceptable to the Managing Agent;
- b. The transferee's name, home and business telephone numbers and home and business addresses; and
- c. The specific Unit transferred.

In addition, the Managing Agent may request such other or additional information as the Managing Agent determines is necessary or desirable in connection with obtaining and maintaining the Transfer Information.

Section 5.3. Enforcement. The failure of a transferee to provide the Transfer Information in accordance with the foregoing procedures shall result in a continuing fine in an amount to be determined by the Board, or part thereof, for each Unit for which the Transfer Information has not been provided until the transferee provides the Transfer Information to the Managing Agent and pays the fines accrued to date for each such conveyance or transfer, in accordance with the Association's Enforcement Policy.

ARTICLE 6. AUTHORITY; ENFORCEMENT

The Association, acting through the Board, has delegated the power and duty to enforce these Rules and Regulations to the Managing Agent; provided, however, that such delegation does not relieve the Association or the Board of any of its obligations under the Declaration, the Articles of Incorporation and Bylaws, or the Rules and Regulations, and the Board may also elect to enforce these Rules and Regulations whether or not such power and duty has been delegated. All Owners are subject to and

bound by the Association's delegation of its enforcement rights to the Managing Agent. Any duty or power specified to be exercised by the Association or the Board, or right reserved to the Association or the Board, in these Rules and Regulations may therefore be exercised by the Managing Agent. The Association shall be entitled to recover and shall be awarded all monetary fees, fines, late charges, interest, expenses and reasonable attorneys' fees and disbursements, including legal assistants' fees, incurred in connection with the enforcement of these Rules and Regulations in accordance with the Association's Enforcement Policy..

Section 7.1 Fine Schedule. SEE ENFORCEMENT POLICY

ARTICLE 8. LEASED UNITS

Section 8.1. Restrictions on Leasing. The lease, rent, or use agreement (the "Lease") shall be in writing for a term of not less than one hundred eighty (180) days. Subleasing is not allowed. The Lease shall provide that lessee is subject to the terms of the Condominium Documents. A copy of all leases (which include Resident information) must be mailed or delivered to the Management Company one week prior to the scheduled move-in of a tenant. Financial information, such as the amount of rent, may be redacted from the lease copy provided to the Managing Agent. Every Owner is responsible for the conduct of their tenants.

Section 8.2. Requirements. Owners are required to screen prospective tenants by obtaining information about any criminal history these prospective tenants may have. Concerns are convictions within the past ten years relating to drugs, sex offenses, and felonies. This information can be obtained from various third-party vendors, including the Colorado Bureau of Investigation. The Owner is required to use this information in considering whether to approve or reject the proposed tenant. This rule does not give anyone other than the Owner the right to approve or reject prospective tenants.

Section 8.3. Enforcement. Failure to provide a copy of the lease one week prior to move in will be Tier 2 violation. Please see the Enforcement Policy for other fines related to leasing violations.

ARTICLE 9. Moves

Section 9.1. Policy. SEE MOVING AND DELIVERY POLICY