

925 EAST EIGHT AVENUE CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS
Revised June 2016

These are the Rules and Regulations ("Rules") of Pearl Street Commons Condominiums, duly adopted by action of the Board of Directors of the 925 E 8th Ave Condominium Association, Inc. (the "Association"). These Rules shall be binding upon every owner, tenant and occupant of any unit in the building comprising 925 E 8th Ave Condo (the "Building"), and may be enforced by the officers of the Association as provided herein or in the articles of incorporation or bylaws of the Association. The owner of each unit is responsible for compliance with these Rules by tenants and other occupants.

1. **Parking** – All parking spaces are designated to specific units. No other parking is available.
2. **Trash** - Each Owner shall dispose of the garbage collected within his Unit into securely bagged and tied containers and placed in the dumpster at the rear of the building. Boxes must be broken down and placed in or alongside the dumpster for pickup.

Furniture appliances, electronics, televisions, and/or construction debris may not be placed in the Association's dumpsters or in the alley. Electronics, televisions, and large items require a special disposal and/or pickup and the cost for disposal is the responsibility of the owner.
3. **Use of Common Elements** - No personal items or furniture/appliances shall be stored or left in the hallways of the Building for any time. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements by any resident. Nothing shall be altered on, constructed in, or removed from the Common Elements by any Owner or resident without the prior written approval of the Association.
4. **Storage Areas** – No storage is permitted outside of Units except in specifically designated storage areas. No Owner may use any storage space assigned to another.
5. **Move In/Move Out Fee** – A \$150 move in fee is collected from each new buyer at closing. In addition, Residents moving in or out of the building are required to pay \$150 for each move in/move out. Cost not paid by the resident will be billed to the unit owner's account.
6. **Large Items** - All furniture, appliances, bicycles and other large items shall be brought into the Building through the rear door only.
7. **Pets** - No animals, birds, insects, or livestock of any kind shall be raised, bred, or kept on or in the Condominium Project, except properly licensed and certified service animals for disabled persons shall be allowed on the Property, and **except Owners may keep one domesticated dog, cat, or other household pet per Unit which weighs less than thirty pounds** and which does not unreasonably interfere with the use and enjoyment of the Condominium Project by other. • Responsibility of pet behavior – Control animal to prevent disturbance to others from barking or smells. In common areas pet shall either be carried or kept on a leash at all times and owner shall remove all pet waste immediately.
8. **Leases** – The Owner of a Unit shall have the right to lease his Unit under the following conditions:
 - a). All leases shall be in writing and a copy of the lease or lease form shall be delivered to the Association or the Association's Managing Agent Weststar prior to the effective date of the lease.
 - b). All leases shall provide that the terms of the lease and lessee's occupancy of the condominium unit shall be subject in all respects to the provisions of the Declaration, the Articles, Bylaws of the Association. Any lease or lessee that violates the provisions of the Declaration or rules adopted by the Board of the Association shall be deemed in default and the Association may bring an action to terminate such lease and the lessee's occupancy of the premises.
 - c). No lease shall be for less than thirty days.
9. **Structural Alterations and Exterior Appearance** – No structural alterations to any Unit, including the construction of any additional skylight, window, door or other alteration visible from the exterior of the unit, or to any Common Element shall be made or caused to be made by any Unit Owner without the prior written approval of the Association. No window coverings or other improvements, alterations or decorations visible from outside a

Unit shall be added by a Unit Owner without the prior written approval of the Association. No alteration or subdivision of Units or relocation of boundaries between adjoining Units shall be made without approval.

10. **Laundry Equipment** – Washing machines and dryers shall not be installed in Units. The 925 laundry equipment must be operated in accordance with posted instructions.
11. **Restrictions on Signs** – No signs, billboards, poster boards, or advertising structure of any kind shall be displayed, erected or maintained for any purpose whatsoever except such signs as have been approved by the Association.
12. **Smoking not permitted** – Colorado State Statutes prohibit smoking in the general common elements of a condominium community (CRS 25-14-204) therefore, no smoking is allowed in 925 common areas: e.g., hallways, stairwells, laundry room or entry lobby.
13. **Nuisance** - No unit shall be occupied or used in any manner that constitutes a nuisance to other residents of the Building, as reasonably determined by the Board of Directors. Music and other noises audible to other units shall be kept to a reasonable level. The corridors and stairways shall be used for the ingress and egress and noise shall be kept at a reasonable level in all common areas.
14. **ROOFTOP DECK RULES**
 - a) Never leave the enclosed wooden deck area.
 - b) Pets are not allowed on the roof deck.
 - c) Guests must be accompanied by a resident. Persons under 18 years of age must be accompanied by an adult resident (21 years +) at all times while on the rooftop deck. Residents are liable for their guests.
 - d) Never throw anything onto, or off the roof. ANYTHING brought up to the roof must be taken back down! SMOKERS please use the smoker outpost. Please replace furniture if you move it.
 - e) No storage, overnight sleeping, illegal activity of any kind (fireworks, drug use, etc.) is allowed.
 - f) All noise, music and conversation must be kept at a volume level not to annoy, infringe, or impair the rights and enjoyment of others.
 - g) NO GRILLS PERMITTED.
 - h) PARTIES – The deck may be reserved, at no charge, on a first come basis, through the Board of Directors. Reservations for private parties must be made at least (7) seven days in advance and are required for groups of (10) ten or more, with a maximum of 20 guests. Party hours are from 11 am and 11 pm. Including holidays.

15. **Fines and Fine Schedule**

All fines shall be due and payable immediately upon notice of such assessment and shall be paid in the manner and at the place established by the Board for payment of monthly assessments under the declaration. If any fine is not paid within the next monthly due date, a late charge in the amount of \$20.00 may be assessed to compensate the Association for the expenses, costs and fees involved in handling such delinquency.

The owner of each unit shall be personally liable for all fine/penalty assessment. In the event said fine/penalty assessments are not paid, the association may thereafter commence an action at law, or in equity, or both, against any lot owner personally obligated to pay the same, for recovery of said assessment as forestated. The prevailing party shall be entitled to recover its reasonable attorneys' fees and associated costs and expenses incurred in connection with such legal proceedings.

FINE SCHEDULE

- First Notice – Warning, no fine
- Second Notice - \$25.00 fine
- Third Notice - \$50.00 fine
- Fourth and Subsequent Notices - \$100.00 fine

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