



Briargate at Seventeenth Avenue  
Owners Association, Inc.

837 East 17<sup>th</sup> Avenue  
Denver, Colorado 80218

## **Rules and Regulations**

Revision 4/24/2010

---

# TABLE OF CONTENTS

|     |  |    |
|-----|--|----|
| 1)  | Background and Context of the Association. ....                  | 3  |
| 2)  | Service and Maintenance Policy Standards. ....                   | 3  |
| 2)  | Reserve Fund .....   | 6  |
| 3)  | Pet Restrictions. ....   | 6  |
| 4)  | Restrictions on Parking and Storage .....                        | 6  |
| 5)  | Occupancies Rules. ....  | 8  |
| 6)  | Maintenance and Repairs and Remodeling. ....                     | 10 |
| 7)  | Cleanliness. ....  | 11 |
| 8)  | Lint Filters on Dryers: Filters and Screens. ....                | 11 |
| 9)  | Obstructions. ....   | 11 |
| 10) | Deliveries and Refuse. ....                                      | 11 |
| 11) | Storage Restrictions. ....                                       | 12 |
| 12) | Long Term Storage of Rubbish Prohibited .....                    | 12 |
| 13) | Hazardous Waste .....  | 12 |
| 14) | Smoke Detectors and Safety .....                                 | 12 |
| 15) | Increased Risks of Damage .....                                  | 13 |
| 16) | Electrical Devices or Fixtures.....                              | 13 |
| 17) | Decorative Displays Outside of Units. ....                       | 13 |
| 18) | Directory Listings. ....   | 13 |
| 19) | Signs/Notices/Exterior Displays. ....                            | 14 |
| 20) | Alterations, Additions or Improvements to Common Elements. ....  | 14 |
| 21) | Proper Use. ....   | 15 |
| 22) | Noise, Annoyance or Nuisance .....                               | 15 |
| 23) | Compliance With Law. ....  | 16 |
| 24) | Collection Procedures. ....                                      | 16 |
| 25) | Returned Check Charges. ....                                     | 18 |
| 26) | Policies and Procedures for Covenant and Rules Enforcement ..... | 18 |
| 27) | Application of Payments Made to the Association .....            | 21 |
| 28) | Enforcement and Attorney Fees .....                              | 21 |
| 29) | Modification. Amendments, Repeal and Re Enactment.....           | 21 |
| 30) | Conflicts of Interest.....                                       | 21 |
| 31) | Architectural Control .....                                      | 22 |
| 32) | Video Cameras.....   | 24 |
| 33) | Fitness Room .....   | 24 |
| 34) | Wireless Internet Access.....                                    | 25 |
| 35) | Outdoor Community Grills and Furniture .....                     | 26 |
| 36) | Conduct of Meetings .....  | 26 |
| 37) | Inspection of Records.....                                       | 27 |
| 38) | Investment of Reserve Funds .....                                | 28 |
| 39) | Adoption Of Rules, Regulation, Policies, And Procedures.....     | 29 |
| 40) | Alternate Dispute Resolution.....                                | 30 |
| 41) | Miscellaneous .....  | 30 |

These Rules and Regulations have been adopted and implemented to protect the investment of the members and to enhance the values of the properties subject to regulation by the Association.

## **1) Background and Context of the Association.**

- a) Board of Directors. The governing body of the Association is the Board of Directors or Executive Board (the "Board"), which is comprised of five directors. Among the five positions, the Executive Board designates position for President, Vice President, Secretary and Treasurer. The Executive Board holds regular and special meetings. Periodic Board meetings are normally held by conference call. Any Owner who wishes to address the Board may do so at that time. Contact a Board member or the management company for the time and/or location of meetings.
- b) Annual Meeting. The annual owners' meeting is held at a time and place selected by the Board. Notice of the meeting is mailed to each owner. All owners who are in good standing with the Association may vote at this meeting, either in person or by proxy. At this meeting, the members transact any business that properly comes before the Association, including discussion of finances and the election of one or more directors.
- c) Management. The Briargate at Seventeenth Avenue Condominiums may be managed by a professional management company under contract to the Association at the discretion of the Executive Board. The Executive Board may make other arrangements for management, including self management at its sole discretion.. The management company is the Association's agent. The management company employs a property manager and all related support personnel necessary to conduct the affairs of the Association and oversee contractors. The properly manager reports to the Board.
- d) Records: All Association records and documents, including budget, financial statements, minutes, Declaration, Articles of Incorporation, and Bylaws, are kept at the management company's office and are available for inspection by owners during normal business hours. Copies are available at a nominal charge.

## **2) Service and Maintenance Policy Standards.**

- a) In General

These policy statements define the diverse responsibilities of the Association to the Unit Owners with regard to services of the Association and maintenance of individual Units and Common Elements. The standards below, which are to be considered a measure of the responsibility of the Association, are to be interpreted in the sole discretion of the Association.

The Association shall endeavor to maintain the Common Elements and portions of Units, if any, which are the responsibility of the Association in a manner consistent with the Governing Documents. The Association is responsible for outdoor maintenance of the exterior of buildings and Units. Inside maintenance and repair is generally the responsibility of the Unit Owners. A Unit Owner assumes responsibility for inside maintenance upon purchase. It is the policy of the Association to maintain the exterior of the buildings and the elements which are a part of the Common Elements in a condition comparable to that which existed when the Declaration was recorded. Cycle periods have been established for items which require maintenance at regular intervals. Areas outside of the building boundaries are to be maintained by other associations or owners, such as Metro Services.

Units to be Maintained. Unit Owners are responsible for the maintenance, repair and replacement of the properties located within their Unit boundaries. Each Unit, at all times, shall be kept well maintained, in good repair, and replacement, and in a clean, sightly, and wholesome condition. Trash, litter, junk boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall not be permitted to remain exposed upon or within any Unit so that the same are visible from any neighboring Unit, or any street, except as necessary during a period of construction. Declarant, its agents and assigns and the Association, and its agents, shall have the authority to enter, replace, maintain, repair and clean up an Units which do not conform to the provisions of the Declarations, and to charge and collect from the Unit Owners thereof all reasonable costs related thereto as an assessment hereunder.

b) Specific Policies – Building Exterior

- i) Painting: Exterior surfaces that are painted or stained will be painted or stained on a periodic basis. The association will budget to have the exterior and interior surfaces painted on a regular basis, as-needed to keep up the appearance of the building. Exterior unexposed wood surfaces shall be stained on an annual basis.
- ii) Doors: Exterior doors, doors wholly within Common Elements and weather doors are the responsibility of the Association and will be weather-stripped as required.
- iii) Roofs. The Association will repair or replace damaged or loose portions of the roofs.
- iv) Windows and Glass Doors. Unit Owners are responsible for the maintenance, repair and replacement of windows and doors, window operating mechanisms, including the exteriors of windows and doors of their Unit. The association is responsible for the caulking of windows. Unit owners are responsible for caulking of patio doors.
- v) Cleaning of Common Areas: The exterior common areas shall be kept clean and free or debris. The association shall hire a cleaning company to keep all common areas tidy and shall will power-wash the garage and other exterior surfaces, including exterior windows on an as-needed basis. Owners have the responsibility of cleaning their patio doors. The association shall enforce the rules of the association to keep these areas in good condition.

c) Specific Policies – Building Interior

- i) Common Electrical Wiring and Plumbing. If repair is required to plumbing or electrical wiring common to more than one (1) Unit, the Association will perform the repair and will restore the structure as closely as possible to the original standard condition. Any additional cost will be the responsibility of the Unit Owner. The Association has the right to determine responsibility for any given repair and to make that repair. If a Unit Owner hires a plumber or electrician to make a repair in their unit and during the process of the repair learn the problem is in the common area, they should contact the management company or association to obtain authorization for repairs.
- ii) Unit Electrical and Plumbing Fixtures. The electrical and plumbing fixtures within the Unit, serving that Unit, are considered part of the Unit and the property of the Unit Owner. Repair or replacement is the responsibility of the Unit Owner. Fixtures include, but are not limited to, the following: light switches, outlets, sconces, sinks, appliances, faucets (within the Unit) and electrical appliances.

- iii) Walls, Floors and Ceilings. Walls, floors or ceilings damaged as a result of water entering the building from outside the building; except where caused by an Unit Owner, will be repaired by the Association and restored as closely as possible to the original standard condition.
- iv) Doors. Repair and replacement of Unit interior and Unit entry doors will be at the cost of the Unit Owner.
- v) Appliances. All appliances and fixtures in Units are the property of the Unit Owner. No maintenance responsibility is assumed by the Association.
- vi) Floor Covering. All carpet and floor covering in the Unit is the property of the Unit Owner. No maintenance responsibility is assumed by the Association.
- vii) Insects. In the case of an infestation, the Association will treat for insect or other vermin extermination in a building at the expense of the Unit Owner of the Unit infested, unless the infestation was caused from another Unit, in which case it will be at the expense of the Unit Owner from which the infestation emanated. Insects of any type will not be treated by the Association. An infestation is defined as a swarm of insects.
- viii) Dryer Vents. Dryer vents will be cleaned by the Unit Owner unless they become clogged, in which event the Association will clean the vents and charge the Owner.
- ix) Corridors. Corridors are to be vacuumed periodically as determined by the Board or Association manager. Carpets in corridors will be shampooed on a yearly basis or as otherwise determined by the Board or Association manager. Replacement of carpet, tile, or other floor or stairway coverings which areas worn or torn will occur when the carpet floor covering becomes unsightly, when backing shows, when tears present a walking hazard, or as otherwise determined by the Board or Association manager. Painting of corridors will be as determined by the Association.
- x) Trash. Residential Unit Owners receive trash removal service by the Association and are to be reimbursed by the Unit Owners as an expense attributable to those Units and Unit Owners. The dumpster in the back of the building behind the courtyard is available for residential use only.

Commercial Unit Owners may receive trash services from the Association or by their own separate contract or arrangements. If provided by the Association, the expense for these trash services shall be allocated among the Commercial Unit Owners. Trash pickup is permitted between the hours of 7:00am and 6:00pm only.

- xi) Grease Trap. The grease trap associated with commercial unit 103 is the maintenance responsibility of the owner. The grease trap must be maintained and serviced by a professional pumping service to remove the waste from the grease trap and dispose of it properly in accordance with all City and County of Denver regulations. When the grease trap becomes full it releases foul or noxious odors into the garage and permeates the residential floors. The grease trap must be maintained with a frequency to ensure it does not release odors. The owner shall notify the managing agent at least 24 hours prior to any pumping or service of the grease trap. The garage exhaust fans are to be operating at anytime the grease trap is being pumped or serviced and for a period of at least 60 minutes afterwards to help reduce fumes and prevent their introduction into the building. A manual fan control is provided near the grease trap covers for this purpose.

- xii) Owner Work Requests. Work designated as the responsibility of the Owner may be arranged through the Association by means of a written work request. The cost of this work, including materials, labor and overhead, will be billed to the Unit Owner by the Association, with service charges, all at such rates and terms as the Association may obtain. No payment or gratuity should be made directly to employees of the manager or the Association for any work performed during regular working hours.

## **2) Reserve Fund**

The association shall make every effort to create and maintain a reserve fund for significant maintenance costs to be incurred by the Association in the future. The association shall employ a professional firm to create a Reserve Funding Study for the property and update it on a regular basis as determined by the association. Each annual budget of the association shall include contributions to the reserve account in an effort to meet the contribution recommendations of the Reserve Funding Study, as determined by the Association and approved by the Owners.

## **3) Pet Restrictions.**

- a) Pets. Pets, including cats, dogs, other animals, birds, reptiles, hereinafter for brevity termed "animal," shall not be kept, maintained or harbored in the Common Interest Community; unless the animal in each instance is expressly permitted in writing in the form of a pet agreement by the Managing Agent, or if there is no Managing Agent, then by the Executive Board of the Association. Where such written permission is granted, such permission is revocable if the animal becomes obnoxious to other Owners or occupants, in which event the person having control of the animal shall be given a written notice to correct the problem or remove the animal from the Common Interest Community. The written notices provided for herein shall be issued by the authorized representative of the Association or, if there is no authorized representative then by one or more of the members of the Executive Board of the Association. Animals may not be kept for any commercial purposes. Owners or persons having control of an animal, shall, while the animal is in the Common Interest Community, be responsible for cleaning up after their pet and shall be deemed to hold the Association harmless from any claim resulting from any action of their animal and any costs incurred by the Association. Unit Owners receiving written permission by the Board to have a dog and paying the required deposit must keep the animal on a leash at all times while on the property. The rear courtyard common area is not to be used for walking dogs or other animals.
- b) Cats: Owners receiving written permission to have a cat and paying the required deposit must contain them inside their Unit and will not be allowed in hallways or common areas.
- c) Renters: Renters are not allowed to have pets of any kind.

## **4) Restrictions on Parking and Storage**

- a) Parking Within Boundaries. All vehicles and automobiles parked or stored in the Common Interest Community shall be parked or stored, at any one time, wholly within the boundaries of a Garage Unit or within any area authorized for vehicular parking as designated by the Association.

- b) Registration. The Association may require vehicles occupying a Garage Unit to be registered with the Association. The number of the Garage space may be indicated on an identification sticker or parking pass affixed to each vehicle, exhibited on the dashboard, etc. All Resident vehicles must have current state registration.
- c) Garages Units: Garage Units shall not be used for other than vehicle parking, storage or other uses as expressly allowed by the Association. Garage Units are restricted to use as a parking space for vehicles and approved storage. Garage Units are only to be used for the parking of cars, trucks, scooters, motorcycles or other types of self contained motorized recreational vehicles. Spaces may not be used for oversized vehicles, trailers, boat storage, motor homes, camper trucks, parts of vehicles or any other items or accessories. Any other items within garage units must be stored within an approved garage storage locker or cabinet. The conversion or alteration of Garage Units or parking spaces into living areas, storage areas, work shop areas or any other modification or alteration of the Garage Units or parking spaces which would hinder, preclude or prevent the parking of the number of vehicles for which the Garage Unit or parking space was originally designed is prohibited. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted within the Common Interest Community. Exceptions to this policy may be granted in writing by the Executive Board or managing agent in cases of emergency, for maintenance or under extenuating circumstances.
- d) Garage Cabinets and Lockers . Garage storage lockers (pre-existing areas enclosed in chain-link fence) or metal garage cabinets are limited in use to the storage of personal items not expressly forbidden. Installation of new cabinets in a Garage Unit or other parts of the garage area is prohibited without prior written approval by the Executive Board. *Any prior approvals of garage cabinets that do not meet certain standards will not transfer with change of ownership or rental occupancy.* All garage cabinets must be attached to the wall (hanging) allowing vehicles to fully pull into the garage space below where the steel cabinet unit is mounted on the wall. *No free standing storage containers are allowed.* Upon a change of ownership; any installed cabinets may be removed at the expense of the Owner or Unit with the exclusive use of that cabinet.
- e) Flammable Materials. Flammable, combustible or explosive material may not be placed in any cabinet or storage locker. Any vehicle carrying flammable or hazardous materials of any type may not be parked in the garage at any time. The managing agent is directed to take immediate action to protect the safety of all building occupants. Any such vehicle or vehicle that is determined by the association or managing agent to be a safety hazard is subject to immediate towing at the vehicle owner's expense.
- f) Idling of Engines. Motor vehicles shall not be "warmed up" or their engines be allowed to idle within the garage area to prevent the buildup of noxious fumes.
- g) Repairs. Only tire repairs and minor emergency maintenance are permitted in the parking spaces without the prior approval of the Executive Board or managing agent. No oil changes are permitted.
- h) Cleanliness. Cleanliness of the parking spaces, whether surface or in the garage, is to be maintained, and each owner is responsible for his/her space to the satisfaction of the Association. Spots resulting from leakage must be removed. If the Association or Management cleans a parking space, the Owner assigned to the space will be charged for the cleaning.

- i) Security. All residents' park and store items in storage lockers and garage units at their own risk. The Association is not subject to liability for vandalism, theft or damage to vehicles. Residents should understand that any mechanical and electrical systems designed to increase security, such as but not limited to garage doors, entry doors, door locks, cameras, security alarms are subject to failure from time to time and residents should take their own measures to protect their property or not store valuables in these locations. Residents should contact the Association at once if these systems are observed to not be functioning properly.
- j) Parking of Bicycles. The association provides a bicycle rack in the garage for use of residents and owners at their own risk. Bicycles may only be parked in this designated parking area except as specifically provided by this policy. The association recommends that residents securely lock their bicycle using a high quality lock or hardware designed for this purpose. Visitors may allow customers to attach their bicycles to the patio railing surrounding unit 103's (restaurant) patio while they are on the premises and at their own risk. No such bicycles may be left overnight. Bicycles may not be attached to any other railings or fences, attached to trees, left in hallways or stairwells, or in any common area without the prior written approval of the Executive Board or managing agent. Motor scooters or motorized bicycles (mopeds) should be parked pursuant to City and County of Denver ordinances and when parked on association property or within the common interest community must comply with all association parking regulations as if the vehicle were an automobile. The association may remove and impound any bicycles placed in violation of this policy without notice. The cost of removal and storage fees are the responsibility of the owner.
- k) Driveways and Fire Lanes. No parking is permitted in the driveway, on lawns, in front of fire hydrants, fire lanes, garage doors, trash containers, blocking other vehicles, or where "No Parking" notices are posted without the prior approval of the Executive Board or managing agent.
- l) Towing. The Association has the right to have ticketed and/or tow the following types of vehicles at the owner's expense and vehicle storage fees; unregistered vehicles, abandoned vehicles, inoperative vehicles deemed abandoned by the Association, vehicles in spaces that are not assigned to them, vehicles parked in the fire lanes, vehicles with expired state registration and vehicles in violation or any other parking rules.
- m) Electrical Outlets. Use of Association electrical outlets within the garage or other common areas for electric-powered automobiles or other uses is strictly prohibited without prior written permission of the Executive Board or managing agent.
- n) Maintenance of Storage and Parking Spaces. From time to time it may be necessary for the association to perform cleaning and other maintenance within the garage and in other parking areas or storage spaces. During these times the association may require owners to vacate their parking or storage spaces to perform such work. The association must give owners seven (7) days notice. Owners that fail to remove their vehicle during this maintenance or cleaning period are subject to up to a \$100 fine per day plus any additional costs incurred by the association as a result of the failure to remove the vehicle(s) or item(s) from their parking or storage spaces.

## **5) Occupancies Rules.**

- a) Limited Occupancy. Residential Units are limited to occupancy by persons. For other use and occupancy restrictions, please see the Declaration.Security Code. To protect everyone's security and privacy, the security code to enter the building should not be given out to

anyone that does not reside in the building or is authorized to access your unit in your absence (i.e. they have a set of keys to your unit such as a maid, house-sitter, etc.). All other persons should be "buzzed-in" via the telephone entry system or be escorted by a resident. Exceptions to this policy may be granted by the Executive Board or managing agent when necessary in the course of managing the association or in the case of an emergency. Security Doors and Gates. All locking security doors and gates (including stairwell doors, gates into the courtyard, doors into mechanical areas and all exterior doors) are to be kept secured at all times. Security doors or gates shall never be propped open or left intentionally unsecured at any time. Any door or gate with an automatic closer is not to be propped open or forced open in a manner that may cause damage to the closer mechanism. Double doors where the second door may be opened to move large items must be secured after use. The garage entrance into Stairway "A" is equipped with an alarm panic bar. This door does not automatically lock and any resident or owner that uses this door must lock the door behind them using their key. All security doors, hallways, fire exits and walkways shall not be blocked or otherwise obstructed. Automatically closing fire doors in the corridors shall not be tampered with at any time. Persons should take notice when passing through a security door to ensure that unknown persons do not follow them. Only admit people you know to the building. If you notice someone suspicious we encourage you to immediately call the Denver Police. Each owner or resident is provided with exterior access key(s) which are designed as "Do Not Duplicate". These keys should only be provided to residents or other authorized parties who have keys to your unit (such as house or pet sitters, realtors or cleaning companies). The exterior access key can only be duplicated with written consent of the association. Owners are responsible for ensuring their renters, contractors, employees, guests and customers comply with this policy. Exceptions to this policy may be granted by the Executive Board or managing agent when necessary in the course of managing the association or in the case of an emergency.

- b) Move-ins and Move-Outs. Move-ins and move-outs are permitted only during the hours of 8:00am to 4:00pm except in the case of an emergency specifically authorized by the association or managing agent in writing. Move-ins include complete move-ins and the delivery of furniture, carpeting, and appliances, etc where the total number of pieces exceeds eight. Moving less than eight (8) pieces is not considered a move. All move-ins and move-outs must be scheduled by completing the appropriate paperwork, paying the deposit and the management company in receipt of these items at least three (3) days prior to requesting a move-in or move-out time. No one will be permitted to move-in or move-out through the lobby. All move-ins and move-outs must occur through the garage. Moving vehicles are to be parked on the South side of the driveway as close to the wall as practical leaving space for cars on the North side of the driveway. Traffic cones must be placed in the garage as designated by marked indicators on the floor. The traffic cones will create a lane reserved for movers to move furniture. The flashing warning light must be turned on before the truck is parked in the driveway and left on until after it has been removed from the driveway. Exceptions to this policy may be granted by the Executive Board or managing agent when necessary in the course of managing the association or in the case of an emergency.
- c) Moving Deposit. A deposit of Two-Hundred dollars (\$200.00) will be required for all move-ins and move-outs. One-hundred dollars (\$100.00) of the Two-hundred dollars (\$200.00) may be refunded if no damage occurs. Residents moving in or out of the building and not needing access to the elevator, interior hallways and/or interior stairwells will require a deposit of One-Hundred dollars (\$100.00). Fifty dollars (\$50.00) of the One-Hundred dollars may be refunded if no damage occurs. An Owner's liability for damage is not limited to the amount deposited; the Association reserves the right to pursue the Owner for damages that exceed the deposit. In the event the Association prevails in obtaining a judgment, the Owner will also be liable for the costs, including attorney fees. An Owner's liability for damage is not

limited to the amount deposited; the Association reserves the right to pursue the Owner for damages that exceed the deposit. In the event the Association prevails in obtaining a judgment, the Owner will also be liable for the costs, including attorney fees. If the management company is not properly notified of a move-in or move-out, a Two-hundred dollar (\$200.00) fine will be assessed.

- d) Elevator Pads. Elevator pads must be in place for the entire move, and not remain in the elevator longer than a 24 hour period. If the move extends beyond 24 hours, the Owner/Resident moving in or out should remove the pads during the time the move in or move out is not occurring and replace the pads once the move resumes.
- e) Window Coverings. Within 30 days of purchase of a Unit, windows must have proper window coverings installed. Sheets, garbage bags and cardboard are not considered proper coverings.
- f) Garage Door. For everyone's safety the overhead garage door and ramp are for vehicles only and are not to be used for pedestrian traffic. Exceptions to this policy may be granted by the Executive Board or managing agent when necessary in the course of managing the association or in the case of an emergency.
- g) Smoking. Smoking is strictly prohibited in any of the common areas. This includes the parking garage, walkways, hallways, courtyard and lobby. Anyone smoking in these areas will be assessed a Two-Hundred dollar (\$200.00) fine.
- h) Mechanical Areas and Equipment. For the safety of all owners, all mechanical areas and equipment at Briargate are "off limits" and shall not be accessed or tampered with without the written permission of the association or managing agent. Owners, residents or their contractors must obtain permission from the association or managing agent *each time* access to one of these areas or equipment is required. The mechanical areas and equipment include the attics; roof; boiler room; elevator equipment room; elevator shaft; elevator pit; fire sprinkler pump room; sprinkler valve room; heating and cooling equipment and controls, electrical or electronic control panels (whether within a locked room or in a public area); association storage spaces; areas under stairs; equipment used for manual operation of the garage door; water meter room and any other locked room, panel, or control. Persons that enter these areas or tamper with this equipment without permission are subject to a fine and may be subject to criminal prosecution for trespassing.
- i) Knox Box: The association has installed an emergency access key box, commonly called a Knox Box, used by the Denver Fire Department for rapid entry into our facility in case of an emergency as required by Denver City law. All commercial owners must maintain a current set of three (3) identical keys to their units in the Knox. If a commercial owner changes their locks they are required to notify the association and update the keys in the Knox box within 72 hours. The association may impose a \$200 fine for failure to maintain a set of current keys in the Knox box. This requirement does not apply to residential owners.

## **6) Maintenance and Repairs and Remodeling.**

Unit Owners are responsible for the maintenance, repair and replacement of the properties located within their Unit boundaries,. Each Unit, at all times, shall be kept well maintained, in good repair, and replacement, and in a clean, sightly, and wholesome condition. Trash, litter, junk boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall not be permitted to remain exposed upon or within any Unit so that the same are visible from any neighboring Unit, or any street, except as necessary during a period of construction.

Declarant, its agents and assigns and the Association, and its agents, shall have the authority to enter, replace, maintain, repair and clean up an Units which do not conform to the provisions of the Declarations, and to charge and collect from the Unit Owners thereof all reasonable costs related thereto as an assessment hereunder.

If needed, Owners need to obtain a building permit from the City and County of Denver prior to remodeling of a unit.

All construction debris, appliances, carpeting, cabinets, furniture, etc., from maintenance, repairs or remodeling by a Unit Owner must be removed from the property and not placed in the Association dumpsters. Construction, repairs and remodeling should take place between the hours of 8:00 a.m. and 4:00 p.m.

Owners are responsible for the protection of the common areas and will be liable for any damage to common areas. Owners should clean or vacuum any mess, dirt, grime, etc., created in the common areas after a maintenance, repair, or remodeling.

Owners of first floor commercial and residential units are reminded that they must never drill or in any way penetrate the post-tensioned concrete slab between the first floor and garage level because of the potential for serious damage.

#### **7) Cleanliness.**

Unit Owners shall keep their Units in a good state of preservation and cleanliness. Unit Owners will be held responsible for any damage or soiling done to any fixture or common area and will be charged for the repairs or cleaning of such plus an hourly charge by the management company to coordinate repairs, and/or additional fines may be levied by the Association. No food, drink or littering in the common areas. Owners shall be held liable for damage done by their tenants, guests, employees, and contracted workers.

#### **8) Lint Filters on Dryers: Filters and Screens.**

All dryer vents shall have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All such filters and screens will at all times be used and kept clean, and in good order and repair by the Unit Owner.

#### **9) Obstructions.**

There shall be no obstruction of corridors, stairways or any of the Common Elements, nor shall anything be stored outside of the Units without the prior written consent of the Executive Board, except as expressly provided. Patio furniture, consisting of all weather chairs and tables, will be allowed on the deck and patio, provided that they remain in good condition and repair.

Utility carts should not be left in hallways or lobby as this is a violation of the Denver Fire Code.

#### **10) Deliveries and Refuse.**

Unit Owners shall not permit any merchandise, freight, personal property or refuse to accumulate

on the sidewalks or near the entrances, corridors, balconies, hallways, passageways, service areas, loading docks, and lobbies outside of their Unit without the express written permission of the Association. No deliveries or pickups are permitted before 7:00am or after 6:00pm.

Unit Owners will be held responsible for any damage or soiling done to any fixture or common area made by a delivery to their Unit, and will be charged for the repairs or cleaning of such.

### **11) Storage Restrictions.**

Unightly or unsafe furniture, fixtures, devises, articles or other items or things, but not limited to, trash, litter, boxes, containers, bottles, cans implements, machinery, building materials, bicycles, sporting equipment, appliances, automobile parts and tires, newspapers, coolers, anything flammable may not be stored or exposed upon or within any Unit, (includes patio and decks), so that the same are visible from any neighboring Unit, or any street, except as necessary during a period of construction. Declarant, its agents and assigns and the Association, and its agents, shall have the authority to enter, replace, maintain, repair and clean up an Units which do not conform to the provisions of the Declarations, and to charge and collect from the Unit Owners thereof all reasonable costs related thereto as an assessment hereunder.

Storage of materials in the Common Elements, in the Limited Common Elements or other areas designated by the Executive Board will be at the risk of the person storing the materials.

### **12) Long Term Storage of Rubbish Prohibited**

To prevent endangering health and safety, or the spread of vermin, long term storage of rubbish within the Units or Common Elements is forbidden. All storage of rubbish, garbage or other debris within the Units will be in a manner which prevents the spread of vermin and unnecessary fire hazards.

### **13) Hazardous Waste**

All hazardous or medical waste must be stored within the Unit in accordance with current applicable laws and administrative regulations. Hazardous and medical waste must be removed directly to appropriate removal service vehicles and may not be left or stored on Common Elements.

### **14) Smoke Detectors and Safety**

All 120 Volt A/C or battery powered smoke detectors in condominium unit(s) must be tested every six months by the unit owners using actual smoke or "Smoke Detector Testing Spray". Denver Fire Code requires owners to complete a Certificate of Compliance and return it to the Property Manager or the Board of Directors each time the detectors are tested.

Residents are advised to call the fire department (dial 911) immediately if you hear a neighbor's smoke detector sounding. If you ever smell natural gas in the building: do not turn on or off any electrical appliances, leave the area at once and call the fire department (dial 911) from a neighboring house or business. The managing agent is directed to call the fire department upon

receipt of any reports of natural gas odors.

### **15) Increased Risks of Damage**

Nothing shall be done or kept in or upon a Unit or upon the Common Elements, or any part thereof, which would result in the cancellation of the insurance as maintained by the Association, without the prior written approval of the Association. Nothing shall be done or kept in or upon any Unit or in or on the Common Elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof, shall be committed by any Unit Owner, or any member of the Owner's family, or by any guest, invitee or contract purchaser of any Owner. This specifically refers to, but is not limited to, the storage of flammable liquids in any Unit or on the Common Elements.

City and County of Denver ordinance states that the following grills on balconies above the first floor are permitted; 1) Propane or LP grills supplied by bottles no larger than 1 lb. of propane. 2) Electric grills. Charcoal grills are not permitted on any level. Propane bottles larger than 1 lb are not permitted inside the building at any time without the prior written approval of the Executive Board or managing agent. Propane grills or attachments specifically designed only for bottles larger than 1 lb are prohibited without the prior written approval of the Executive Board or managing agent.

### **16) Electrical Devices or Fixtures.**

No electrical device which creates electrical overloading of standard circuits may be used without written permission from the Executive Board. Misuse or abuse of appliances, circuits, or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from this misuse shall be the responsibility of the Unit Owner from whose Unit it was caused. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

### **17) Decorative Displays Outside of Units.**

Unit Owners shall not cause or permit anything other than conventional draperies, curtains and holiday decorations within 30 days of the holiday season to be hung, displayed or exposed at or on the outside of windows or Outside of Units without the prior written consent of the Executive Board or the committee, if any, established by the Executive Board which has jurisdiction over these matters. Decorative wreaths may be hung on doors, provided that they remain in good condition.

### **18) Directory Listings.**

The Association may make space available on a directory board, at the entrances or other locations, for the names of the firms, companies, corporations or other entities. The Declarant and the Executive Board will control and approve lettering size and style and number of listings on directory boards and lobby or corridor doors. The Executive Board may authorize additional names to be added, for a fee. A directory of tenants may be maintained by the owners of Units at entrances to the building, at the sole cost and expense of the owners of Units. The design,

size and location of such directory must be approved by the Association prior to installation. A fee may be charged to the unit owner by the Association for any directory listing changes.

### **19) Signs/Notices/Exterior Displays.**

No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Common Interest Community except such sign or signs as may be approved in writing by the local government or Executive Board. This restriction includes, all signs or exterior displays, including "For Sale" or "for Rent" notices will not be permitted to be displayed on the exterior of the building, from windows, balconies, or hung or placed on walls or doors. The following applies only to political advertising signs:

- a) Except as otherwise described in this resolution, Section 6.13 of the Declaration remains in effect with regard to the restriction on advertising signs within the community.
- b) An exception to the restriction shall be made for signs advertising any political candidate or election issue under the following circumstances:
  - i) A homeowner may display only one sign per candidate or issue. Only signs recommending a position on specific candidates or a specific ballot initiative item may be displayed.
  - ii) Signs may only be displayed during the period beginning 45 days before the election and ending 7 days after the election.
  - iii) Each sign is limited in size to 36 inches by 48 inches.
  - iv) Signs may be placed in any window of the homeowner's unit. Signs may not be placed in the common area or on any surface or area that is owned and/or maintained by the Association. Areas owned by or maintained by the Association include, but are not limited to, common areas, front yard areas, and the exterior (i.e., siding) of the building.
- c) The Association, or its representative or managing agent, may remove and dispose of any signs placed in violation of this policy without notice.

### **20) Alterations, Additions or Improvements to Common Elements.**

- a) Common Elements. No alterations, additions or improvements may be made to the Common Elements without the prior written consent of the Executive Board. Any alterations to Unit interiors made by Unit Owners must not adversely affect the structure, must comply with all applicable building codes and permit requirements, and must be at the Unit Owner's expense. No color changes, changes in fixtures or alterations of any kind to limited common elements are permitted without written approval of the Board.
- b) Patio Furniture. Patio furniture, consisting of all weather chairs and tables, will be allowed on the deck and patio, provided that they remain in good condition and repair
- c) Satellite Dishes. Satellite dishes are allowed on balconies/patios pursuant to current FCC rulings. Each residential unit has a pre-approved location for placement of a satellite dish. Unit owners may install satellite dishes in the pre-approved locations without the need for association approval. Any alternate location requires association approval as outlined under the Architectural Control policy. The pre-approved location for unit 1A is within the patio; for units 1B and 1C is tripod mounted on the west side of the building near the respective air conditioning unit; and for units 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2I, 2J, 2K, 2L, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 3H, 3I, 3J, 3K, and 3L is within their respective balconies. Satellite dishes and any control wiring may not be installed on the roof, attached directly to the building or within common elements or areas that are not designated for the exclusive use of the owner.

If an antenna is installed on a balcony it must be attached to the balcony railing (not the building) and must be installed within the boundaries of the balcony. Unit owners are responsible for any damage resulting from the installation of a dish and the cost to return the building to its original condition following the removal of such dish.

- d) Decks and Patios. Live foliage, kept in good condition may be placed on patios during the summer months. Storage on any deck, patio or visible area from the Common Elements, any neighboring Unit, or any street shall not be permitted. Unsightly or unsafe furniture, fixtures, devices, articles or other items or things, but not limited to, bicycles, sporting equipment, coolers, appliances, automobile parts and tires, machinery, boxes, containers, newspapers, signage, hanging of garments or other articles, garbage or anything flammable, may not be stored on any deck or patio or area visible from the Common Elements.

## **21) Proper Use.**

Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements, interfere with their proper use by others, or commit any nuisances, vandalism, or damage on or to the Common Elements.

Common elements, i.e, under stairs, hallways, walkways, and in front of units may not be used for storage or deposit of garbage or debris. Any object stored in a common area will be removed by the management company.

## **22) Noise, Annoyance or Nuisance**

No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants or which may interfere with their peaceful enjoyment of the Common Elements for the purposes for which they were designed. No Unit Owner or occupant shall make or permit any disturbing noises or nuisance activities or do or permit anything to be done that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate, or suffer to be operated an engine, device, phonograph, television set, home theaters, sound systems, or radio at high volume or in any other manner that shall cause unreasonable disturbances to other Unit Owners or occupants.

Residents must demonstrate consideration for the privacy of other residents, remembering that walls, ceilings, floors and patios are not sound proof and noise is prevalent through the patio, stairways and hallway doors. For Units with hard surface floors above other Units, occupants should consider the use of area rugs to minimize the disturbance and the removal of their shoes.

Residents will protect their neighbors' peaceful enjoyment by conducting themselves and by requiring other persons on the premises with the residents' consent to conduct themselves in a manner that will not unreasonably disturb their neighbor's peaceful enjoyment of the premises.

Residents who are repeatedly disturbed by loud noise have legal recourse, including contacting the police to issue a citation. It has been the Associations' experience that residents can best resolve noise issues with their neighbors by contacting them directly and we request that they do so three (3) times before contacting the association. Residents should document each contact made, whether in person or in writing. After three (3) attempts, the residents may contact the Association and the board will send a letter on the resident's behalf. The Association encourages

residents to contact the police. It is the policy of the board to not issue a fine for noise violations unless the police are called and a summons is issued, multiple complaints are received or under extraordinary circumstances. This policy was adopted to allow for uniform enforcement of noise complaints where board members almost always cannot be present to assess the noise level.

Residents are advised to call for emergency help (dial 911) immediately if you believe a domestic dispute is in progress or someone's life or safety is in danger.

### **23) Compliance With Law.**

No immoral, improper, offensive or unlawful use may be made of a Unit or of the Common Elements. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Colorado, and with all local ordinances, rules and regulations. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for any violation or noncompliance.

### **24) Collection Procedures.**

The Association has adopted the following procedures and policies for the collection of assessments and other charges of the Association.

- a) Due Dates. The annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable in twelve (12) installments due on the first day of each month. Assessments or other charges not paid to the Association by the 10th day of the beginning month in which they are due shall be considered past due and delinquent.
- b) Invoices. The Association may, but shall not be required to invoice an Owner as a condition to an Owner's obligation to pay assessments or other charges of the Association. If the Association provides an Owner with an invoice for monthly installments of the annual assessments, although invoices are not required, the invoice should be mailed or sent to the Owner between the 15th and 20th day of the month preceding each due date.
- c) Late Charges. Late charges imposed on Delinquent Installments. A monthly installment of the annual assessment shall be past due and delinquent if not paid by the tenth (10<sup>th</sup>) day of the month in which it is due. The Association shall impose a Fifty Dollar (\$50.00) late charge on the outstanding or past due balance then due the Association. The late charge shall be a "common expense" for each Owner who fails to timely pay their monthly installment of the annual assessment by the tenth (10<sup>th</sup>) day of the month in which the installment was due.
- d) Late Charges for Owners that own parking spaces only and do not own a residential or commercial unit: A monthly installment of the annual assessment shall be past due and delinquent if not paid by the (10<sup>th</sup>) day of the month in which it is due. The Association shall impose a Twenty-Five Dollar (\$25.00) late charge on the outstanding or past due balance then due the Association for each parking space not to exceed a Fifty Dollar (\$50.00) late charge on the outstanding or past due balance then due the Association. The late charge shall be a "common expense" for each Owner who fails to timely pay their monthly installment of the annual assessment by the tenth (10<sup>th</sup>) day of the month in which the installment was due.

- e) Interest. Delinquent assessment, fines or other charges due the Association shall bear an interest at a rate set forth in the Declaration. Interest set forth will be 1.5% monthly and 18% annually.
- f) Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration, Articles and Bylaws, the Association shall be entitled to recover its reasonable attorney fees incurred in the collection of assessments or other charges due the Association from a delinquent owner.
- g) Collection Letters. (i) After a monthly installment of the annual assessment or other charge due the Association becomes sixty (60) past due, the Association may cause, but shall not be required to send, a collection or dunning letter to be sent to the Owners who are delinquent in payment; (ii) additionally, the Association may, but shall not be required to send a letter to the Owner advising that their account has been referred to the Association's attorneys for collection.
- h) Use of Certified Mail/Regular Mail. In the event the Association shall cause a collection or dunning letter or notices to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.
- i) Liens. The Association may file a Notice of Lien against the property of any delinquent Owner in accordance with the terms and provisions of the Declarations, Articles and Bylaws. A letter of intent to file a lien must be sent to the unit owner 10 days before the lien is to be filed.
- j) Referral of Delinquent Accounts to Attorneys. The Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred.
- k) Referral of Delinquent Accounts to Collection Agencies: The Association may, but shall not be required to refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.
- l) Sign Removal. If a Retail or Commercial Owner is delinquent in paying assessments or other sums due the Association, the Association may temporarily or permanently remove the sign or signs of that Owner or their tenant and the charge therefore shall be an additional obligation of the delinquent Owner.
- m) Ongoing Evaluation. Nothing in this procedure shall require the Association to take specific actions other than to notify Owners of the adoption of these procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis.
- n) In General. To allow for uniform and consistent treatment of all unit owners, it is typically the policy of the association to:
  - i) Send a letter of delinquency after 30 days past due;
  - ii) file a lien against the property after it is 60 days past due;
  - iii) and refer the account to the attorneys after it is 90 days past due.

## **25) Returned Check Charges.**

In addition to any and all charges impose or owe under a Declaration, Ices or Incorporation, Bylaws or these Rules and Regulations, a Twenty-Five Dollar (\$25.00) fee shall be assessed against a Unit Owner, in the event any check or other instrument attributable to or for the benefit of such Owner or Owner's property is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Such returned check charge shall be due and payable immediately, upon notice thereof, in the same manner as provided for payment of assessments under the Declaration. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.

## **26) Policies and Procedures for Covenant and Rules Enforcement**

The association has adopted the following procedures to be followed when enforcing the covenants and rules of the association:

- a) Reporting Violations. Complaints regarding alleged violations may be reported by an Owner or resident within the community, a group of Owners or residents, the Association's management company, Board member(s) or committee member(s) by submission of a written complaint.
- b) Complaints. (1) Complaints by Owners or residents shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association. (2) Complaints by a member of the Board of Directors, a committee member, or the manager, if any, may be made in writing or by any other means deemed appropriate by the Board if such violation was observed by the Director or Manager.
- c) Investigation. Upon receipt of a complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.
- d) Initial Warning Letter. If a violation is found to exist, a warning letter shall be sent to the Violator explaining the nature of the violation. The Violator will have ten (10) days from the date of the letter, or such other reasonable timeframe stated in the warning letter, to come into compliance.
- e) Continued Violation After Initial Warning Letter. If the alleged Violator does not come into compliance within ten (10) days of the first warning letter or such other reasonable timeframe stated in the warning letter, this will be considered a second violation for which a fine may be imposed following notice and opportunity for a hearing. A second letter shall then be sent to the alleged Violator, providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Policy. The letter shall further state that the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within ten (10) days of the date on the second violation letter.

- f) Impartial Decision Maker. Pursuant to Colorado law, the alleged Violator has the right to be heard before an "Impartial Decision Maker". An Impartial Decision Maker is defined under Colorado law as "a person or group of persons who have the authority to make a decision regarding the enforcement of the association's covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the association." Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual or group of individuals.
  
- g) Hearing. If the alleged Violator requests a hearing in a timely manner per this Policy, the hearing shall be held pursuant to the notice given, affording the alleged Violator a reasonable opportunity to be heard. Prior the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the hearing. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Officer, Director, or agent who delivered the notice. The notice requirement shall be deemed satisfied if the alleged Violator appears at the hearing.

Failure by the Owner to attend the hearing after due notice shall be considered a default and shall be subject to the sanctions set forth above. At the beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances.

The Impartial Decision Maker shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to attendance by all Owners. After all testimony and other evidence has been presented at a hearing, the Impartial Decision Maker shall, within a reasonable time, not to exceed 30 days, render its written findings and decision, and impose a fine, if applicable. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the Impartial Decision Maker's decision absent a showing of denial of due process.

- h) Notification of Decision. The minutes of the hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The decision of the Impartial Decision Maker shall be in writing and provided to the Violator and Complainant within 30 days of the hearing.
  
- i) General Fine Schedule. The following fine schedule has been adopted for general covenant and rule violations:

|                                  |                |
|----------------------------------|----------------|
| First violation                  | Warning Letter |
| Second violation                 | \$100.00       |
| Third violation                  | \$200.00       |
| Fourth and subsequent Violations | \$300.00       |

Fourth and subsequent covenant violations of the same rule or covenant may be turned over to the Association's attorney to take appropriate legal action. All fines shall be due and payable immediately upon notice of such assessments to the Owner.

- k) Special Fine Schedule. The Board may determine that certain violations justify higher penalties if they endanger the life or safety of the residents, or the security of the building. In such cases the alleged Violator will be subject to the following fine schedule:

|                                  |                |
|----------------------------------|----------------|
| First violation                  | Warning Letter |
| Second violation                 | \$200.00       |
| Third violation                  | \$300.00       |
| Fourth and subsequent Violations | \$400.00       |

Fourth and subsequent covenant violations of the same rule or covenant may be turned over to the Association's attorney to take appropriate legal action. All fines shall be due and payable immediately upon notice of such assessments to the Owner.

- l) Repeat Violations. Any Owner committing two or more violations of the same covenant, rule or regulation in a three month period may be subject to higher fine amounts and other escalated procedures, including an immediate turnover of the file to the Association's attorney for appropriate legal action.
- m) Continuous Violations. Continuous violations are defined as each 24-hour period an Owner remains in violation of a covenant or rule. Each day of noncompliance with such violations constitutes a separate violation. If an Owner is determined as having a continuous violation, in accordance with the terms of this Policy, such Owner may be subject to a daily fine of \$10.00 per day, per covenant if not corrected, following a notice and opportunity for a hearing as set forth above.
- n) Waiver of Fines. The Board may waive all, or any portion, of the fines if, in its sole 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 and staying in compliance with the Articles, Declaration, Bylaws or Rules.
- o) Other Enforcement Means. This fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the Association from using any other enforcement means.
- p) Definitions. Unless otherwise defined in this section, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
- q) Supplement to Law. The provisions of this policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
- r) Deviations. The Board may deviate from the procedures set forth in this policy if in its sole discretion such deviation is reasonable under the circumstances.

## **27) Application of Payments Made to the Association**

The Association reserves the right to apply any and all payments received on account of any Unit Owner or the Owner's property (hereinafter collectively "Owner"), to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, return check charges, lien fees, and interest owing or incurred with respect to such Owner pursuant to the Declaration, Bylaws, Rules and Regulations of the Association prior to application of the payment to the special or general assessments due or to become due with respect to such Owner.

## **28) Enforcement and Attorney Fees**

It is hereby declared to be the intention of the Association to enforce the provisions of the Governing Documents by any and all means available to the Association at law or in equity, and to seek recovery and reimbursement of all attorney fees, Association expenses and costs incurred by the Association in connection therewith.

## **29) Modification. Amendments, Repeal and Re Enactment.**

Notwithstanding anything to the contrary contained in these Rules and Regulations, the Association hereby reserves the right, at any time and from time to time hereafter, to modify, amend, repeal and/or re enact these Rules and Regulations in accordance with the Declaration, Bylaws and applicable law.

## **30) Conflicts of Interest**

Management company officers, directors, employees and the associations' executive board have a responsibility not to use their position to enhance their personal financial status to the detriment of the association. Any of these parties who deal with vendors, suppliers, contractors, or others doing business with the association, or who make recommendations with respect to such dealings, and who own any interest in or have any personal contact, agreement, or understanding of any nature with such business entities must divulge any circumstances that many constitute a conflict of interest or the appearance of a conflict of interest.

The management company and executive board shall not do business with any employee, member or relative of the respective organization on behalf of the association unless prior written approval is obtained from the executive board and all owners are notified in writing prior to engaging the parties.

No management company employee or Director shall receive any compensation from the Association for acting as such unless approved by a majority of the votes in the Association at a regular or special meeting of the Association. Any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors. Nothing herein shall prohibit the Association from compensating a Director, or any entity with which a Director is affiliated, for services or supplies furnished to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association, provided that such Director's interest was made known to the Board prior to entering into such contract, and such contract was approved by a majority of the Board of Directors, excluding the interested Director.

No management company employee or executive board member shall accept trips or cash gifts of any amount.

### **31) Architectural Control**

- a) In General. Briargate at Seventeenth Avenue has adopted an architectural control policy to preserve the community's high standards of building design, maintain physical appearance and to protect property values. This section establishes the principal of architectural control and has at its basic requirement that no exterior addition or change (including, but not limited to, color changes; change to light fixtures; installation of exterior speakers, exterior electrical outlets or exterior control wiring; change or additions of satellite antennas in locations other than the published approved locations; installation of other TV or radio antenna, installation of hot tubs, air conditioners, or signage), no change to common or limited common elements, no change of a structural nature, no drilling into the post-tensioned concrete slab between the garage level and first floor, no change or addition to a shared building system or equipment that may potentially affect the entire system or other owner(s) (including, but not limited to, heating supply pipes or timers connected to furnaces that allow for regular circulation of hot water; domestic water systems or piping; waste water piping; natural gas piping; fire alarm or fire sprinkler pipes or equipment), no intrusion into or modification of a party-wall or ceiling; no intrusion into or modification of a fire-rated wall, ceiling, floor or door; no installation or attachment of any sound system component, television, stereo or speaker in or on a party-wall or ceiling; and no change to the type of hard surface flooring where residential or commercial unit exists below the area of installation (including, but not limited to, the change or installation of tile, change or installation of hardwood flooring, or the removal without immediate replacement of any type of flooring) may be made until the plans and specifications have been submitted to and approved in writing by the Homeowners Association board. Section (b) describes the Architectural Change Review Process that is required to obtain Homeowner's Association approval for any of the aforementioned architectural changes.
- b) Architectural Change Review Process. Owners must complete the Architectural Change Questionnaire and Architectural Change Review Form (available from the association website or managing agent) and include specifications describing the nature of the proposed change including kind, shape, height, dimensions, materials, color, manufacturer specifications, drawings or plans, and location of the same shall be submitted to and approved in writing by the Board of Directors of the Association, or by an architectural control committee composed of three (3) members appointed by the Board of Directors. Work shall not start on any project until such time as the committee has approved the application in writing. Owners agree to allow the Board of Directors or designee to inspect the construction during and at the completion of work. Architectural Change Review Requests must be submitted at least seven (7) days prior to the scheduled meeting. As a matter of policy, the Board of Directors, or its designated committee, shall only consider architectural change requests at regularly scheduled meetings. Owners (or their contractor) are encouraged to attend the meeting to answer any questions.

Depending upon the scope of the work, the Executive Board at its discretion may require a refundable cleanup and damage deposit which will be returned after completion of the work and with no damage to common elements. Owners are responsible for any damage or cleanup to common elements caused by construction which is not limited to the amount of any deposit collected. Contractors or owners moving equipment or supplies must install the elevator pads which are available from the managing agent. Failure to use the elevator pads will result in a separate fine. Owners that have a professional contractor onsite

performing work or renovations for more than three (3) consecutive work days (Monday through Friday) must advise the association and arrange to pay a cleanup and damage deposit, at the association's discretion, regardless of whether an architectural control review is required.

It may be necessary for the Executive Board or managing agent to grant temporary exceptions to certain Rules and Regulations and/or covenants of the association during the periods of construction. The Executive Board and managing agent reserves the right to make these exceptions in writing that may be necessary to allow the owner to complete the construction or remodeling.

In the event the Board of Directors, or its designated committee, fails to respond in writing within sixty (60) days after said plans and specifications have been submitted, approval will not be required and the application shall be considered approved.

The homeowners association and your neighbors take the architectural control guidelines seriously. Failure to comply may result in fines, legal action, and the owner will be personally responsible for the cost and materials to bring the property into compliance. The fine to be levied by the association for failure to comply with architectural control policies is \$200.

- c) Hard Surface Flooring. Noise transmission is a common complaint following the installation of hard surface flooring and to allow for the peace and enjoyment of all owners is of particular concern to the homeowners association. To enable the Board of Directors, or its designated committee, to properly evaluate any new hard surface floor (including but not limited to, 3/4" hardwood, laminate, tile, or engineered wood floor) which is being installed or modified, the owner must submit the following information in addition the items described above:

- (1) The type, brand and thickness of the flooring and underlayment.
- (2) A written statement from the manufacturer of the underlayment product that confirms the Impact Insulation Class (IIC) and/or Noise Reduction Coefficient (NRC) sound ratings of the product in combination with our building type, floor construction, and the specific flooring products used (IIC and NRC ratings can change based on the type of construction and the type of materials used. The sounds ratings depend on the floor/building construction, overlay and floor covering and can vary based on the floor construction, building type and covering being used). Flooring must be installed in conformance with the manufacturer's guidelines.

The IIC rating must be at least 65 and/or the NRC rating must be 0.8 or higher. Architectural Change Review Requests which are complete and meet these guidelines, if confirmed by the manufacturer, as outlined above will in most circumstances be approved.

The Briargate building is wood frame construction using steel I beams and/or laminated wood beams. The floors are 3/4" plywood decking glued and nailed to manufactured wood truss joist with approx 3/4" Gyp-Crete (light weight concrete) or similar product poured over the 3/4" plywood decking. Finished flooring rests on the Gyp-Crete.

### **32) Video Cameras**

The association has installed video cameras and warning signs solely in an effort to deter crime. The camera videotapes are not consistently monitored or regularly reviewed. We caution you not to rely on these items as providing you with security or protection. We further suggest that you and your guests should go about your routine business in the Briargate Community as usual and not conduct yourselves any differently, nor in reliance on the cameras or signs, than before such items were installed. The Association is not required to provide for the security and protection of its residents, nor has it assumed responsibility to do so by installing the cameras and signs. If you have any questions or concerns regarding these matters, please contact the management company or the Executive Board.

### **33) Fitness Room**

The association may provide a fitness room for the enjoyment of residents and owners and to enhance the desirability of the community. Use of this room and equipment is solely at your own risk. The association assumes no liability for injuries or accidents that may occur. Owners and residents of the fitness room and its equipment are advised that the misuse of fitness equipment can result in injury or death. As a condition of use, all owners, residents and their guests warrant that they have received proper instruction on the use of the fitness equipment from a trained and licensed fitness professional or personal trainer (the names and phone numbers of such professionals are commonly available in the yellow pages or at a commercial fitness facility). Owners, residents and their guests agree not to use any piece of equipment for which they have not received proper instruction and not to use equipment in a way for which it was not intended. The association is not responsible for lost or stolen articles. The following rules apply to the use of the fitness and meeting room:

- a) The fitness room is primarily for the use and enjoyment of residents and owners only. Guests may also use the fitness room when accompanied by a resident or owner. A resident is defined as anyone listed on a signed lease that is on file with the association's management office or the spouse, significant other or dependent of an owner. Any one guest may use the fitness room up to four (4) times in a calendar month. Any resident or owner may not sponsor more than three separate guests within a calendar month.
- b) Persons under eighteen (18) must be accompanied by an adult at all times.
- c) Food is not permitted in the fitness room. Closed, plastic beverage containers are allowed. Glass or open beverage containers are not permitted.
- d) Rubber soled athletic shoes that cover the entire foot must be worn at all times. For health and safety reasons sandals, dress or work shoes and flip-flops are not permitted. Shirts must be worn at all times.
- e) Please consult a physician before beginning an exercise program. Feeling faint, dizzy, experiencing chest pain, shortness of breath and other symptoms while exercising can indicate a serious medical problem. Stop workout at once and seek medical attention.
- f) Using a spotter when lifting weights is recommended. The fitness room is not supervised or monitored and you are exercising at your own risk.
- g) Cleaner and paper towels are provided. Please wipe-off equipment before and after each use.
- h) Please turn off lights, TV, fan and put away equipment when finished.
- i) Report any damaged equipment to the management company as soon as possible and take it out of service.

- j) A Wireless Internet access point may be provided for use while in the fitness and meeting rooms. This service is provided for residents and owners while they are using the fitness and meeting room.
- k) The fitness room is a multi-use room, which may be used by other owners and the association board for meetings, watching television or working at the table. We ask that everyone using the room be considerate of others to allow for everyone's enjoyment.
- l) The association asks all owners and residents to take care of the fitness equipment and facilities. Owners will be responsible for damage to equipment or facilities and/or reasonable cleaning charges as a result of willful or negligent misuse of the fitness room, fitness equipment and contents by themselves, their residents and guests. The association may impose a fine up to \$100 for violation of the fitness room rules.

### **34) Wireless Internet Access**

The association may choose to provide wireless and/or wired Internet service in the meeting and fitness room and/or in other parts of the building. The service is provided as a convenience to owners and residents and may not be available at all times. The Internet service is provided on an "as is" and "as available" basis. Access to the service in some areas of the building may be limited or unavailable. The association may decide to terminate or make changes to this service at any time. Any owners that must rely on having full time Internet access should secure their own Internet connection from an Internet service provider of their choice. Access to the wireless Internet service is provided under the following conditions:

- a) Internet service is provided for the use of residents and owners only. Guests may not use the Internet service.
- b) Use of the Internet service constitutes your acceptance these rules and any and all revisions. If you do not agree with these rules your sole and exclusive remedy will be to terminate and discontinue your use of this service.
- c) You may not use this service in any manner that may cause harm or injury to other persons or property, or that may damage the service. The association reserves the right to cancel or terminate your access to the service, at the associations' discretion, if the association determines that you have misused or are misusing the service.
- d) If you bypass, tamper with or disable any portion of the service or related equipment, including without limitation the theft of bandwidth you are in violation of these Terms of Use and the association may suspend or terminate your use of this service and you may be subject to additional criminal and civil penalties.
- e) The Service provides you with access to the Internet. You acknowledge that the materials, content and information available on the Internet such as communications by third parties or links to any sites or resources, are created and controlled by sources other than the association. The association makes no warranty regarding such materials, content or information. Under no circumstances shall the association be held liable for any materials, information, goods, services, or content available on or through the Internet or accessed by means of the Service, or for any harm related thereto, and any complaints, concerns or questions you may have relating to such content should be forwarded directly to the responsible source or sources.
- f) If you are younger than 18 years old, then you must obtain the permission of your parent or guardian to use the Service.
- g) Your privacy is very important to the association and we will always endeavor to act in a responsible manner with respect to any personal information that we may obtain from you. The Internet Service DOES NOT correlate its users with any sites visited. A log of certain

information is automatically collected and maintained for system performance and maintenance purposes.

- h) If you use the Internet service, you understand that others may be able to see and observe your use of the Internet service.
- i) The Internet service has a limited amount of bandwidth that must be shared by all other users at a given time. We ask that you be respectful of everyone and limit your use of file-sharing services or other applications that download or upload high volumes of data. If you routinely use a large amount of bandwidth this Internet service is not for you. Residents that use the Internet for high bandwidth applications should secure their own Internet connection. This Internet service is for the casual user for surfing the web, checking email, etc. The association reserves the right to limit the connection speed or suspend service to any user it believes, in its sole discretion, may be using excessive bandwidth that is degrading the service quality for other users.
- j) If you use the Internet service, you understand that others may be able to access your computer or view, copy, modify, delete or damage files on your computer. It is your responsibility to make sure your computer is setup with a firewall and your hardware & software are configured properly to protect it from other users of the Internet service. The association and its equipment will not protect you from other potentially malicious persons from accessing your computer. This is your responsibility. If you don't know how to protect your computer properly, do not use the Internet service.
- k) The association does not make any warranty that the service will be uninterrupted, timely, secure, or error free or that software defects will be corrected or that this site or the server that makes it available is free of viruses or other harmful components.
- l) If you use the Internet service, you understand that the association and management company do not provide assistance or technical support connecting your computer to the Internet. You are responsible for setting up your own equipment.

### **35) Outdoor Community Grills and Furniture**

The association may choose to provide outdoor community grills and furniture in the courtyard for the use and enjoyment of residents, owners and guests. Any owner or resident that uses the grills or furniture must clean it after each use.

### **36) Conduct of Meetings**

WHEREAS, the bylaws of Briargate at 17th Avenue Owners Association ("Association"), Article III and Article VI describe the operation of meetings of the membership at large and the board of directors, respectively; and

WHEREAS, the legislature of the State of Colorado passed Section 38-33.3-209.5(1)(b)(III), Colorado Revised Statutes, regarding the adoption of a responsible governance policy covering the conduct of meetings;

NOW THEREFORE, the Board has approved this resolution regarding said conduct of meetings:

1. Except as may be stated otherwise in this resolution, the Board resolves that it will adhere to the rules contained in the bylaws regarding notice, location, timing, and operation of all meetings of the membership at large and the Board.

2. Regular membership meetings shall be held annually, at such time and place as the Board may determine. Notice in writing via US mail shall be given to each member at least fifteen days in advance of the meeting. In addition, notice will be published in a conspicuous place in the neighborhood at least three days in advance of the meeting.
3. Special membership meetings may be called at such times and in such manner as is described in the declaration and/or bylaws. Notice for such meetings shall be in the same manner as that for regular meetings.
4. Each voting member shall have the right to speak regarding any item of new business brought before the membership at a regular or special membership meeting.
5. Board meetings shall be held monthly, on the second Monday of each month, beginning at 6:00 pm. Dates and time are subject to change, and when possible, the Association's website, [www.briargatehoa.com](http://www.briargatehoa.com) will be updated with such changes.
6. Agendas for board meetings will be posted on the website no later than the day before the scheduled meeting; however, the board may discuss matters other than agenda items should such issues
7. Association members in attendance at board meetings have the right to briefly address the board prior to the approval of any agenda items. The Board may, in the interest of time, limit discussion, either by limiting the number of speakers on an issue (but maintaining an equal number of speakers both for and against), or by limiting the amount of time a speaker may have, or both.
8. This resolution shall remain effective until amended by the Board of Directors.

This resolution was introduced at a regular meeting of the Board of Directors, January 9, 2006 and approved by a majority of the Board.

### **37) Inspection of Records**

WHEREAS, Briargate at 17th Avenue Owners Association ("Association") as authorized by its Board of Directors ("Board") desires to promote full and fair disclosure to its members; and

WHEREAS, the legislature of the State of Colorado passed Section 38-33.3-209.5(1)(b)(V), Colorado Revised Statutes, regarding the adoption of a responsible governance policy covering inspection of Association records;

NOW THEREFORE, the Board of Directors resolves as follows:

The official records of the Association shall be kept at the office of the designated managing agent or at a facility designated by the managing agent.

Electronic copies of general Association documentation may be kept at its website, [www.briargatehoa.com](http://www.briargatehoa.com).

Review of detailed records is available to all homeowners upon written request with five business days notice. The written request must address the following:

- List of the records requested, including time periods for review.
- Purpose of the review.
- Affirmative statements by the requestor that the information is being reviewed for legitimate Association purposes, and not for commercial or other use. The Association

values the privacy of its members, and the records are not to be used for commercial gain (e.g., mailing lists) by anyone without the Board's written approval.

- Date on which the review is to take place. (Minimum five-day notice).
- Full contact information of the requester, including name, address, phone number, and e-mail address.

Upon written request and determination of the requesters right to review the documents (i.e., a member), the member will be contacted and an appointment made.

The following records are excluded from review, unless the Board has specifically approved such review in writing:

- Legal correspondence, including collection activity.
- Accounts receivable information that would identify or otherwise jeopardize the privacy of individual homeowners.
- Other documents that may be classified as sensitive or confidential under the Colorado Nonprofit Corporation Act or Colorado Common Ownership Interest Act.

Any homeowner may obtain copies of any records, except those excluded from review, at a cost of \$0.25 per page.

This resolution shall remain effective until amended by the Board of Directors.

This resolution was introduced at a regular meeting of the Board of Directors, January 9, 2006, and approved by a majority of the Board.

### **38) Investment of Reserve Funds**

WHEREAS, the legislature of the State of Colorado passed Section 38-33.3-209.5(1)(b)(VI), Colorado Revised Statutes, regarding the adoption of a responsible governance policy covering the investment of reserve funds; and

WHEREAS, Briargate at 17th Avenue Owners Association ("Association"), through its Board of Directors ("Board"), believes that adoption of such a policy is in the best interest of the Association; and

AND WHEREAS, the Board has a fiduciary responsibility to maintain adequate reserves to provide for the maintenance and ultimate replacement of the Association's assets;

NOW THEREFORE, the Board has approved this resolution regarding said investment of reserve funds:

1. As part of the annual budgeting process, the Board will endeavor to provide a portion of the budget to be set aside for significant future maintenance costs. The budgeted amount will be transferred to a separate maintenance reserve account whenever funds are available to do so. When funds are not available to do so, the amounts will be transferred at such time as funds do become available.
2. The main objectives of the maintenance reserve account will be safety, liquidity, and yield, in order of importance.
3. In order to maintain the safety of the reserve fund, wherever practical, funds will only be placed in government insured accounts.

4. After the goal of safety is met, the Board will make an effort to maximize yield (return) while making sure funds are adequately liquid to meet anticipated reserve spending needs.
5. Because of the importance of reserve funds in the overall financial health of the Association, the Board as a matter of policy will request input from members prior to changing this investment of reserve funds policy.
6. This resolution shall remain effective until amended by the Board of Directors.

This resolution was introduced at a regular meeting of the Board of Directors, January 9, 2006, and approved by a majority of the Board.

### **39) Adoption Of Rules, Regulation, Policies, And Procedures**

WHEREAS, the declaration of Briargate at 17th Avenue Owners Association ("Association"), Article 6, Section 6.18, states that the "general plan, rules, and regulations concerning and governing the Common Interest Community or any portion thereof may be adopted, amended, or repealed, from time to time by the Executive Board, its successors, or assigns"; and

WHEREAS, the bylaws of the Association, Article 6, Section 6.1 (a) empowers the Board of Directors ("Board") to "adopt and amend Bylaws and Rules and Regulations", and;

WHEREAS, the legislature of the State of Colorado passed Section 38-33.3-209.5(1)(b)(VII), Colorado Revised Statutes, regarding the adoption of a responsible governance policy covering the adoption and amendment of policies, procedures, and rules;

NOW THEREFORE, the Board has approved this resolution regarding said adoption and amendment of policies, procedures, and rules:

1. The Board has adopted the Rules and Regulations of Briargate at 17th Avenue Owners Association ("Rules"), which was last amended February 16, 2005. These rules and regulations, along with the Declaration, Bylaws, and Articles of Incorporation, are the governing documents by which the Association shall be governed.
2. An electronic copy of all governing documents shall be kept on the Association's website, [www.briargatehoa.com](http://www.briargatehoa.com), and paper copies shall be available for review at the Association's office. Upon written request, the Association will provide copies to homeowners.
3. From time to time, the Board may amend these Rules either by restating and distributing the Rules, or by writing such resolutions, as it deems necessary to amend or clarify the Rules. Such resolutions shall be approved in a regular or special meeting of the Board, and a written report of the resolution shall be posted on the Association's website and kept with the Association's records.
4. As much as is practical, the Board will solicit input from homeowners regarding any contemplated rules changes or resolutions under consideration; however, the Board reserves the right granted under the Declaration and Bylaws to make such changes without such input.
5. This resolution shall remain effective until amended by the Board of Directors.

This resolution was introduced at a regular meeting of the Board of Directors, January 9, 2006, and approved by a majority of the Board.

#### **40) Alternate Dispute Resolution**

In the event of any dispute involving the Association and an Owner, the Owner is invited and encouraged to meet with the Board of Directors to resolve the dispute informally and without the need for litigation. If the Owner requests to meet with the Board, the Board shall make a reasonable effort to comply with the Owner's request.

Nothing in this Policy shall be construed to require any specific form of alternative dispute resolution, such as mediation or arbitration, or require the parties to meet. Neither the Association nor the Owner waives any right to pursue whatever legal or other remedial actions available to either party.

#### **41) Miscellaneous**

- a) Failure by the Association, the Board or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.
- b) The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.
- c) Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.
- d) The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these Rules and Regulations or the intent of any provision hereof.
- e) Association hereby reserves the right, at any time and from time to time hereafter, to modify, amend, repeal and/or re enact these Rules and Regulations in accordance with the Declaration, Bylaws and applicable law.

IN WITNESS WHEREOF, the undersigned, as Secretary of the Association, certifies these Rules and Regulations were adopted by the Executive Board on February 12, 2007.

---

Secretary, Briargate at Seventeenth  
Avenue Owners Association, Inc.