

# PARK WASHINGTON CONDOMINIUMS ASSOCIATION

---

## HOMEOWNERS ASSOCIATION RULES & REGULATIONS

---

ALL PWCA HOMEOWNERS ARE REQUIRED TO ABIDE BY THE FOLLOWING RULES & REGULATIONS, TOGETHER WITH THE DECLARATION, BYLAWS, AND APPLICABLE STATE AND FEDERAL LAWS. In addition, homeowners are required by abide by the following Policies adopted by the PWCA:

1. Collections
2. Conflicts of Interest
3. Conduct of Meetings
4. Enforcement of Covenants and Rules
5. Records Inspection and Copying
6. Investment of Reserves
7. Adoption of Policies
8. Disputes between the Association and Unit Owners
9. Reserve Studies/Reserve Funding

These 9 governance policies are required by the COLORADO COMMON INTEREST OWNERSHIP ACT ("CCIOA", specifically, C.R.S. §38-33.3-209.5), which applies to all common interest communities and owner associations subject to CCIOA, and can found on the PWCA web site.

THESE RULES & REGULATIONS WERE APPROVED BY THE BOARD OF DIRECTORS OF THE PARK WASHINGTON CONDOMINIUM ASSOCIATION ON MAY 21, 2015, AND SUPERSEDE ALL PREVIOUS RULES & REGULATIONS. Amended September 17, 2015

## Contents

Section 1: Preamble	4
Section 2: Definitions	5
Section 3: Enforcement of Governing Documents	6
3.1 Payment of Penalties Resulting from Violations	6
3.2 Penalty and Fine Schedule	6
3.3 Legal Action	7
3.4 Individual Assessments	7
3.5 Suspension of Rights to use the Common Elements	7
3.6 Suspension of Right to Vote	7
3.7 Failure to Enforce	7
3.8 Notice to Owners of Rental Property	7
Section 4: Monthly Assessment Collection Policy and Procedure	8
Section 5: Quiet Hours	8
No resident shall do or permit any act which unreasonably interferes with the quiet use and enjoyment of a unit or portion of any GCE by any other resident or diminishes the value of any other resident's property. Building-wide quiet hours are as follows:	8
Section 6: Building Safety & Surveillance System	8
6.1 Unit Access	8
6.2 Access	9
6.2.1 Entry Code Access	9
6.3 Exterior Doors	9
6.4 Stranger Danger	10
6.5 Housekeeper and Contractor Access	10
Section 7: General Common Elements	10
7.1 Infringement	10
7.1.2 Smoking	10
7.2 Storage Areas	10
7.3 Parking Garage and PWCA Owned Alley Parking	11
Parking Lease Agreements are required. The "Late is Late" collection policy applies to Lease Agreements with the PWCA. Payments not made 10 days after due date may result in immediate termination of the parking lease agreement by the PWCA.	11
7.4 Halls and Stairways	11
7.5 Elevator	12

7.6 Trash and Recycling	12
7.7 Pool	12
7.7.1 Pool Safety	13
7.8 Laundry Room	13
7.9 Bicycle Racks	14
7.10 The Lobby	14
7.11 Unit 901 / Rooftop	14
7.12 The Grounds	14
7.13 Yard Sales	14
7.14 Bulletin Boards	14
7.15 Signs and Advertisements	15
7.16 Solicitation	15
7.17 Open Houses	15
7.18 Unit Doors	15
7.19 Restricted Common Areas	15
Section 8: Balconies	15
Section 9: Construction	16
9.1: Notification Form	16
9.2 Plumbing	16
9.3 Construction Categories	16
9.3.1 Category A	16
9.3.2 Category B	16
9.3.3 Category C	17
9.4 Outside damage to Individual Units	18
9.5 Proof of Insurance	18
9.6 Permits, Fees and Notices	18
9.7 Hours for Construction	18
9.8 Neighbor Notification	19
9.9 Common Elements Protection	19
9.10 Storage of Materials	19
9.11 Disposing of Construction Debris, Construction Materials and Large Items	19
Section 10: Spare Key, Key Lock Boxes and Keyless Door Locks (amended 9-17-2015)	19
Section 11: Mailboxes, Mail, Mailbox Keys	20

Section 12: Pets	20
12.1 Requirements for Pet Ownership	20
12.2 Pet Conduct	21
12.3 Unauthorized Pets	21
Section 13: Moving In & Moving Out	21
13.1 Move Requirements	22
13.2 Moving New Furniture and New Appliances	22
Section 14: Visitor Parking	23
Section 15: Bicycles	23
Section 16: Insurance	23
Section 17: Lock-Outs	23
Section 18: Extended Absences of Residents	23
Section 19: Cable Television and Internet Access	24
Section 20: Holiday / Seasonal Decorations	24
Section 21: Emergencies	24
Section 22: Noise Complaints	24
Section 23: Odors	24
Section 24: Vandalism	25
Section 25: Owner Requirements	25
Section 27: Adoption of Rules & Regulations	25

## Section 1: Preamble

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

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

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

## Section 2: Definitions

In the event a term is used in the Rules which is not defined, its definition shall be determined by referring, in the order its definition as used in the CCIOA, Declarations and Bylaws, in its common usage within the PWCA, or in its commonly understood meaning. Bylaws

**ASSOCIATION/HOA:** Shall mean and refer to the Park Washington Condominiums, a Colorado nonprofit corporation, its' successors and assigns. The Association shall act by and through its' Board of Directors and Officers.

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

**The ACT:** The most current Colorado Common Interest Ownership Act. The PWCA incorporated pre-CCIOA.

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

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

**BUILDING:** The PWCA is located at 669 Washington Street, Denver, Colorado.

**BYLAWS:** The provisions for the administration of the PWCA including, but not limited to, assessment, maintenance, use, occupancy, sale, and leasing.

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

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

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

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

**GENERAL COMMON ELEMENT:** The Common Elements consist of all portions of the Property, except the Units.

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

**GOVERNING DOCUMENTS:** Documents that govern the PWCA are these Rules and Regulations together with the Declaration, Bylaws and CCIOA specifically; Governance Policies for Colorado HOAs and Owner Associations (As Required by State Statutes) June 4, 2013

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

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

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

**LEASE AGREEMENT:** A legal document outlining the terms under which one party agrees to rent property from another party. A lease guarantees the lessee (the renter) use of an asset and guarantees the lessor (the property owner) regular payments from the lessee for a specified number of months or years.

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

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

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

**MANAGER:** The person employed by the Management Company to manage the property.

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

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

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

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

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

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

**RENTAL / RENTAL UNIT:** Any Unit within the property that is offered for rent, lease, lease to-own or which is rented leased.

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

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

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

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

## Section 3: Enforcement of Governing Documents

The policy and procedures to address any non-compliance with these rules or governing documents by any owner, tenant, guest, family member, or invitee, refer to the RESOLUTION OF the PWCA.

REGARDING POLICIES AND PROCEDURES FOR COVENANT AND RULE ENFORCEMENT. This resolution took effect March 16, 2011, and copies may be obtained from the Association website. Prior to fines being levied the UNIT OWNERS will be provided notice and an opportunity for a hearing pursuant to the Association’s enforcement and fine policy.

### 3.1 Payment of Penalties Resulting from Violations

It is in the best interest of the Association to refer delinquent payments promptly to an attorney for collection to ensure consistent compliance of HOA Governing Documents. This Association abides by a “Late is late” policy. For detailed information regarding the Collection Policy and Procedures, refer to the updated collection policy. This resolution took effect November 26, 2013. Copies may be obtained from the Association website.

### 3.2 Penalty and Fine Schedule

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

1. First Violation - Warning (no fine)
2. Second Violation - \$50.00

### 3. Third Violation and all subsequent violations - \$100

Enforcement of these Rules & Regulations may, in addition to other means provided by law, result in multiple violations. In the case of egregious offenses, enforcement of Rules and Regulations may result in fines greater than the standard schedule per violation. Fines, warning letters, and police reports are a matter of public record, and as such the individuals or Units involved may be publicly identified in oral or written communications including but not limited to Association documents.

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

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

### 3.3 Legal Action

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

### 3.4 Individual Assessments

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

### 3.5 Suspension of Rights to use the Common Elements

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

### 3.6 Suspension of Right to Vote

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

### 3.7 Failure to Enforce

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

### 3.8 Notice to Owners of Rental Property

Note that violations are recorded per UNIT OWNER, not per resident. Therefore if there is a violation by a renter, resident or guest and the action is repeated by a subsequent renter, resident or guest, it will

constitute a second (or subsequent) offense and fines may be imposed accordingly. Prior to fines being levied the UNIT OWNERS will be provided notice and an opportunity for a hearing pursuant to the Association's enforcement and fine policy.

## Section 4: Monthly Assessment Collection Policy and Procedure

It is in the best interest of the Association to refer delinquent accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue. This Association abides by a "Late is Late" policy. For detailed information regarding the Collection Policy and Procedure, refer to the RESOLUTION OF the PWCA. REGARDING POLICY AND PROCEDURES FOR COLLECTION OF UNPAID ASSESSMENTS. This resolution took effect November 26, 2013 and copies may be obtained from the Association website.

## Section 5: Quiet Hours

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

Sunday	10 pm to 8 am Monday
Monday	10 pm to 8 am Tuesday
Tuesday	10 pm to 8 am Wednesday
Wednesday	10 pm to 8 am Thursday
Thursday	10 pm to 8 am Friday
Friday	11 pm to 9 am Saturday
Saturday	11 pm to 9 am Sunday

## Section 6: Building Safety & Surveillance System

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

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

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

### 6.1 Unit Access

UNIT OWNERS must deposit a key to their Unit door(s) with the Manager to be used for access of the unit in the event of an emergency. In order to perform service to a Unit, Limited Common Elements, or

to the General Common Elements, the Manager may enter a Unit after reasonable notice has been given to the UNIT OWNER.

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

- A "Notice of Entry" form will be left in the Unit when the Manager enters a Unit and the resident is not at home.

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

The Manager, members of the Board, and Association staff or Agents are not responsible for unlocking units in cases where keys to a Unit are lost or locked in a Unit.

## 6.2 Access

The PWCA is a limited access building. Entry to the building is by key through the basement, sub-basement, or the main entry door on Washington Street where a code can also be used.

### 6.2.1 Entry Code Access

The coded entry system in the lobby vestibule provides building access to your visitors. When a visitor enters your two-digit code, your telephone will ring. Once you identify the caller as someone you know, you can provide building access by entering "6" on your telephone. Please keep our building secure: DO NOT provide entry to anyone you do not personally know.

Cell service access codes are available. Please contact the Manager for further information.

The automatic front door access code is for use only by building residents including resident owners and tenants. In no case shall a building resident provide the automatic front door access code to any guest, non-resident, contractor, or other third party.

## 6.3 Exterior Doors

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

- Front Lobby Doors
- Alley Doors
- Automatic garage doors
- Garage building door
- Pool area building door
- Rooftop door

## 6.4 Stranger Danger

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

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

## 6.5 Housekeeper and Contractor Access

Residents *can* provide *cellular* access to Housekeepers and Contractors into the building. Please ask the Manager.

## Section 7: General Common Elements

The General Common Elements (“GCE”) consist of all portions of the Property, except the Units. Examples include driveways, entrances, hallways, maintenance areas, HVAC Plenums, storage areas, the garage and alley parking, elevator, trash and recycling area, lobby, basement, electrical rooms, pool area, exterior patio, laundry room, and bicycle racks. Owners may be required to move property from these areas in the event that it is necessary to complete building repairs.

### 7.1 Infringement

Nothing shall be placed on or in any of the GCE except for those articles of property that are the common property of all of the owners. No resident shall perform or contract for any kind of work to be completed in common areas. Any damage to the common areas or common property by the Owner, the owner’s family, guests, tenants and/or contractors, or by the owner’s tenant’s family, guests, any visitor of the unit or contractors doing work to the unit shall be repaired at the expense of the UNIT OWNER.

#### 7.1.2 Smoking

Smoking is prohibited in any indoor common area. Any damage caused by smoking is the responsibility of the smoker. In the event that the smoker is a renter, the UNIT OWNER will be assigned the cost of damages.

### 7.2 Storage Areas

Use of deeded storage lockers are at the owner’s own risk; the Association is not responsible for any damage or theft to articles placed in the storage area.

The use of PWCA owned storage lockers in the storage room is limited to resident UNIT OWNERS. Items being stored in the storage room are confined to the inside of the storage locker. Items stored on Association property are subject to removal and disposal.

- Storage Lease Agreements are required. The “Late is Late” collection policy applies to Lease Agreements with the PWCA. Payments not made 10 days after due date may result in immediate termination of the storage locker lease agreement by the PWCA.

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

## 7.3 Parking Garage and PWCA Owned Alley Parking

The Association assumes no responsibility for damage to automobiles parked in the garage and alley rental parking spaces.

- Guest vehicle parking is not available.
- Contractor parking is space C3
- Parking space numbers are not to be altered in any way. Residents may park only in their designated spaces.
- “Legal” parking is defined as parked between the lines so that no part of the vehicle protrudes into space beyond the line, nor on the line and does not protrude into lanes of traffic. Vehicles must completely fit in the designated parking space as identified by the space stenciling and/or signage.
- Any resident who finds an unauthorized vehicle in his/her parking space may call the designated towing company to have that vehicle immediately towed at the vehicle owner’s expense.
- No recreational or other vehicle that interferes with parking or impedes normal traffic may be parked in the garage or the alley parking.
- No personal property may be stored on the alley rental parking spaces or in the garage common areas. Personal items should be stored in the appropriate storage areas designed for that purpose.
- No washing, repairing, rebuilding, refurbishing or oil changing of vehicles is permitted anywhere in the garage or the alley parking. This does not apply to minor emergency care (for example, changing flat tires, replacing washer fluid, assisting in emergency car startup, etc.).
- The parking garages and alley parking are reserved for the sole use of PWCA residents and owners. Parking space owners may only rent to residents of the PWCA.
- ~~Unit Owners have priority for alley rental parking.~~
- Once a Unit Owner sells their unit, all rented parking space are immediately returned to the PWCA for rental to other parties.
- No sub-letting of PWCA owned parking spaces is ever allowed.
- One rental space is the maximum allowed to lease by Unit Owners.
- No RVs, trailers or camping trailers are allowed. Contact the Manager for incidental / temporary exceptions to this rule.
- Shopping carts are for your convenience, carts are available on both garage levels. Due to fire regulations, it is important that you return carts to their assigned parking spaces. DO NOT leave carts in halls or in the elevator.

Parking Lease Agreements are required. The “Late is Late” collection policy applies to Lease Agreements with the PWCA. Payments not made 10 days after due date may result in immediate termination of the parking lease agreement by the PWCA.

## 7.4 Halls and Stairways

In order to comply with the regulations of the Denver Fire Department, public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress or egress. No trash, bicycles, grocery carts or other such obstructive items shall be allowed to stand in public halls, passageways or other areas of the building.

The association urges each owner to report promptly to management any item needing attention or care.

Bicycles may not be moved through the front lobby except for first floor residents.

## 7.5 Elevator

All uses of the elevator, other than transportation of persons from one floor to the next, must be approved and scheduled by the Manager. Holding the door open after the buzzing alarm is activated can shut-down the elevator and require a service call to re-set the elevator. This is by design as a required life-safety device. Please step out to finish a conversation or step into the elevator.

Residents using the elevator for large loads must be considerate of others who need to use the elevator, moving quickly and efficiently, and cleaning up garbage and debris as they go. If clean-up services are provided by the PWCA, the Owner of the unit will be assessed a \$100.00 per hour service charge (minimum of one hour). Moving in & Moving Out is addressed in full detail in Section 12:

- Under no circumstances is the elevator to be held at a floor for loading or unloading unless previously arranged with the management.
- Move-ins, move-outs and transportation of construction materials and other large loads must be loaded into the hallway prior to loading them onto the elevator and then unloaded into the hallway before moving them into a unit. Loads in the hallway are to be promptly cleared, per building rules and fire code.
- Protective elevator pads will be left in an accessible location for residents who will be moving large loads. It is the resident's responsibility to arrange for use of elevator pads. The Owner of the unit will be responsible for any costs needed to repair the elevator or replace the pads.
- In the event that the residents are renters, the Owner of the rented unit will be responsible for these costs.

## 7.6 Trash and Recycling

Trash chutes are located on each floor next to the elevator. Residents must bag their trash. **Large boxes and other items too large to bag should be taken to the Recycle Dumpster located on the basement level.** Please be courteous to those who live next to the chutes, and do not use the chute between the 10:00 p.m. and 7:00 a.m.; also, please close the doors after use and clean any mishaps promptly.

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

Trash or fluids of any kind shall not be left in any common areas (this includes boxes and newspapers). Littering is prohibited anywhere in the building or on the property.

## 7.7 Pool

The pool is generally open between Memorial Day and Labor Day. The pool may not be reserved for the use of private parties or recreation. Residents and their guests are asked to respect the quiet times defined in Section 5 above. There are units with bedrooms on the south-side of the building and immediately adjacent to the pool and pool deck.

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

- No resident shall be excluded from the pool area – pool, patio, barbeque, chairs, tables, and all other amenities in this area – as a result of a party/gathering.
- Additional expenses for the operation of the pool incurred as a result of the action of a resident or their guest (for example, pool closure due to unsanitary conditions or fouling of the filters) will be billed to the UNIT OWNER. This charge may be in addition to any fines.
- THERE IS NO LIFEGUARD ON DUTY – USE POOL AT YOUR OWN RISK!
- Radios, CD players, etc. may be used, please be respectful for others at the pool.
- Pool area must be evacuated during severe weather such as thunderstorms, hail, etc.
- Abandoned items will be disposed of without notice.
- Swimmers must wear proper attire. Street clothes and cutoffs are not allowed.
- Do not throw metal items or coins in the pool. These items will rust, resulting damage to the liner which will result in pool closure.
- Pool furniture must stay in the pool area.
- Guests are permitted in the pool area only while in the presence of the inviting adult resident unless the Manager has granted approval for an out of town guest or babysitter to be the responsible adult present.
- Owners are responsible for the conduct and actions of their renters and guests.
- Smoking is permitted. Be respectful of non-smokers and contain your ash and cigarette butts.

### 7.7.1 Pool Safety

- No glass of any kind is allowed at any time.
- No diving is allowed. Neither back flips nor front flips are permitted.
- Pets are not allowed in the pool area for any reason.
- No food is allowed in the pool. Food is permitted only in the BBQ area and the tables around the deck.
- Persons under 14 years of age must be accompanied by an adult in the pool area.
- Children two years old and younger should wear swim diapers and should be under the direct supervision of their parent.
- No running, jumping, horseplay, pushing, spitting, etc., is allowed in the pool area.
- The Board or Management Company reserves the right to close the facility without notice for maintenance and safety.
- Violation of any rule or conduct of any person that detracts from the safety and wellbeing of a pool user will result in a warning notice / fine / or removal from the pool area.

### 7.8 Laundry Room

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

- Please do not overload the machines.
- Remove clothes promptly from the washer and dryer after cycle completion. Residents waiting for machine use are allowed to remove clothing after the cycle has completed.
- Wipe out the washer and dryer to remove debris (i.e. – debris from bathroom floor mats, mop-heads, animal hair, etc.,) If a pen/marker is accidentally dried with a load of laundry, wipe the

machine as best as possible and leave a note warning residents. Email the Manager the machine number so that proper cleaning can be arranged.

- Remove lint from the dryer.
- If you spill something on the floor, please wipe or sweep it up immediately.
- Measure your soap. Using too much detergent will cause the machines to malfunction. Residents using the laundry room equipment should notify both Mac-Gray and the Manager of any dangerous condition or maintenance problems associated with washers or dryers.

## 7.9 Bicycle Racks

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

- Any damage created by moving bicycles through common areas will be assessed to the correlating UNIT OWNER. These damages may include, but are not limited to, the following:
  - Bicycle spokes scratching the glass doors or damaging walls.
  - Soiling the carpet / elevator floor with debris from the bicycle tires.
- Owners and their renters and guests parking in their designated parking spots are NOT responsible for damage done to bicycles parked outside of the racks provided by the Association.
- The Manager will verify that bicycles in racks belong to current residents. Bicycles that do not belong to current residents will be removed and disposed.

## 7.10 The Lobby

Respect your neighbor's right to a clean lobby area. Furniture and art in the lobby area is for the appreciation of all residents.

## 7.11 Unit 901 / Rooftop

Unit 901 has specific guidelines for use and protection of the roof membrane. Public access to the 9<sup>th</sup> and 10<sup>th</sup> floor roofs is prohibited.

## 7.12 The Grounds

Respect your neighbor's right to enjoy a beautiful landscape. Clean up after pets and discard trash/cigarette butts in the designated areas.

## 7.13 Yard Sales

The PWCA allows one annual yard sale. Residents wanting to organize the event need to contact the Manager and chair the committee for the yard sale. No other yard sales are allowed.

## 7.14 Bulletin Boards

The bulletin boards located in the common areas are for general notices and are kept posted and updated so that all owners/residents are informed of upcoming events. Only HOA notices may be posted in the elevator, entryways, hallways, doors or any other common area.

The laundry room bulletin board is for "For Sale" or "For Rent" signs, posters or any other type of advertising and free speech.

## 7.15 Signs and Advertisements

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

## 7.16 Solicitation

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

## 7.17 Open Houses

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

## 7.18 Unit Doors

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

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

## 7.19 Restricted Common Areas

For safety and security reasons, there are areas of the building that are restricted from use or entry. These areas include the boiler room, pool equipment room, cooling tower, and 10th floor. Contact the Manager with needs in these areas.

## Section 8: Balconies

Avoid liability and be considerate of your neighbors below (especially those on the first floor) by securing anything that may roll, fall, or be blown onto lower levels, the sidewalk, or street. The wind (especially on the west side of the building) can easily lift grill lids, furniture, etc., so please make sure that items of this nature are firmly secured. Bungee cords are very effective and recommended. When cleaning your balcony: please use a dustpan to prevent dust and debris from falling below; when mopping, do not allow water to drip or flow below. Place saucers under your plants to prevent seepage and water buildup at the balcony edge (this will better preserve our I-beams and avoid costly repairs.) No carpet or other covering of any kind is to be adhered to the deck surface, as it breaks down the concrete and is cause for costly repairs to the unit owner. “Throw rugs” should be stored when not in use, especially during the winter months, to prevent standing moisture.

Blinds: White or neutral colors only.

Pet fences or other barriers must match the color of the privacy panels. Bird feeders or wind chimes are not allowed.

By order of the Denver Fire Department, balcony barbequing is permitted only with the use of the following barbeque grills: Electric grills and gas grills with a maximum 1 LB. LP gas container and pressure relief valve.

## Section 9: Construction

### 9.1: Notification Form

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

### 9.2 Plumbing

Plumbing repairs should be addressed immediately, whether horizontal (unit responsibility except when involving the HVAC system) or vertical (Association responsibility,) with the Management Company being notified immediately. **Installation of washers/dryers in an individual unit is prohibited.** Units previously plumbed for washers are grandfathered in.

Due to the age of our pipes, drain crystals and/or liquids are *not* to be used to clear a clogged or slow-running drain. Use boiling water or call a licensed plumber.

### 9.3 Construction Categories

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

#### 9.3.1 Category A

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

- General repairs and maintenance within a Unit
- Installation of electric fixtures and other electronic devices which require no additional wiring or venting and do not exceed the present electric capacity of each unit
- Installation of or construction of furniture, shelving or the like
- Window treatments such as blinds, draperies or shutters
- Painting, wall-covering, paneling, or drywall crack repair
- Appliance (refrigerator, dishwasher, washer, dryer, etc.) installation in the same location without wall or plumbing modification Notwithstanding any of the above, UNIT OWNERS are responsible for any damages to other Units or common areas as a result of any of the above bullet points.

*Requirements:* None

#### 9.3.2 Category B

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

- Carpet installation or Removal (Noise producing)  
Hard surface flooring (marble, ceramic tile, hardwood flooring, etc., etc.) that produces noise
- Kitchen or Bathroom cabinet Installation or Removal (Noise Producing)
- Sink, faucet or tub replacement installation in the same location without wall or plumbing modification
- Patio door replacement. Care must be given to the following: only gray, taupe, aluminum or other light neutral colored window frames are allowed; care must be taken during the actual movement of the replacement windows; use of a crane or other exterior mode of operation must be approved and their rules adhered to.
- North and south window replacement: the owner can replace those windows so long as they use an aluminum frame that matches the original size of the window.

*Requirements:*

Submission of the Construction Notification Form to the Manager prior to the work being started.

**WATER SHUT-OFF:** A request form must be submitted and approved for water shut-off for non-emergency situations. As specified in the Rules and Regulations, timing must be arranged through the Management Company. Minimum advance notice of 7 days is required to provide sufficient notice to building residents.

Water shut-off creates inconveniences for all other homeowners; therefore, homeowners are responsible for making arrangements with their plumbing contractor to hold the shut-off to a minimum amount of time, not to exceed 4 hours. Homeowners are encouraged to install shut-off valves under sinks, toilets, and (when remodeling) in bathtubs.

Other work is subject to inspection at the Association's discretion. Out of respect and courtesy, please notify residents of adjoining units.

### 9.3.3 Category C

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

- Combining Units
- Balcony room additions\*
- Modifications involving work in common area electrical and/or mechanical rooms or chases
- Modification to risers (plumbing, communications, electrical, ventilation, etc.)

*Requirements:*

**Appropriate City Permits and \*Historic Preservation Approvals**

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

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

## 9.4 Outside damage to Individual Units

Damage from sources outside an individual unit may occasionally happen. The property manager must be notified immediately. The Board must approve any repairs to be made in advance in order to determine the responsible party and obtain appropriate expense approvals. Any expense must be approved by the Manager and the Board, and any expense over \$1,500 must go through a multiple bid process. Failure to comply with this policy will result in denial of claims.

## 9.5 Proof of Insurance

A contractor shall not commence work for Categories B or C until all verifications of insurance required have been submitted to the Manager.

UNIT OWNERS' Contractor(s) shall secure, pay for and maintain all required insurance in limits not less than: General Liability (bodily injury and property damage) - \$1 million for each claim. Worker's Compensation - \$100,000 per accident, \$500,000 policy limit, \$100,000 employee/disease limit;

- The Board may impose additional insurance requirements on Category C projects (i.e. - \$10 million general aggregate).
- In the event that such insurance lapses prior to the completion of UNIT OWNER Contractor's Work, the Association will have the right to suspend such work until Management receives evidence of appropriate insurance and approves such insurance.
- The Association reserves the right to revise the parameters and scope of the insurance requirements from time to time. Each UNIT OWNER and their respective Contractors shall be advised of any such changes.

## 9.6 Permits, Fees and Notices

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

If the UNIT OWNER or UNIT OWNERS' Contractor performs any work, knowing that City permits or Association specification were required, then the UNIT OWNER shall make all changes as required to comply with City and Association requirements at UNIT OWNER's expense, and shall indemnify and hold the Association harmless from any losses suffered thereby. In the event that said changes are not subsequently approved by the City and/or the Association, UNIT OWNER shall be responsible for returning the unit to its original status before modifications were made.

## 9.7 Hours for Construction

Construction shall be permitted between the following hours:

Monday, Tuesday, Wednesday, Thursday and Friday: 8:30 am – 5:00 pm

Contractors are not allowed to work in the building on Category B or Category C projects on Saturdays. However, contractors or residents may perform Category A maintenance and projects from 10:00 am until 3:30 pm.

No construction work of any kind is permitted on Sundays or any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

## 9.8 Neighbor Notification

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

## 9.9 Common Elements Protection

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

## 9.10 Storage of Materials

There are no exceptions to the following rules:

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

## 9.11 Disposing of Construction Debris, Construction Materials and Large Items

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

## Section 10: Spare Key, Key Lock Boxes and Keyless Door Locks (amended 9-17-2015)

Residents and/or their real estate agents may store spare keys in a Key Lock Box. Unit Owners are responsible for their Realtor's lock box. Lock boxes can become an eyesore and present a negative image for the PWCA. The designated area for lock boxes is ~~the center rail of the front steps on Washington Street. Door access codes will not be set up until lock boxes are removed, within a maximum period of 2 weeks. Residents must contact the Manager when your unit is for sale and provide lock box information.~~

~~Residents may also use~~ the SB driveway rail next to the pedestrian door entry for lock boxes.

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

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

## Section 11: Mailboxes, Mail, Mailbox Keys

Each Unit is assigned one mailbox for US Postal Service mail located on the first floor entry foyer of the Building.

- To ensure proper delivery of mail, residents should ensure that their Unit number is included on all mail.
- Outgoing mail can be dropped in the letter slot located in the mailroom. The mail is picked up on routine work days of the USPS. The Association is not responsible for any lost or stolen mail that is left "on" or "around" the mail-drop due to the parcel not fitting in the slot. For larger items, a USPS mail box is at the corner of 7<sup>th</sup> & Washington St.
- The Association and/or Manager does not provide a mail holding/vacation service; arrangements should be made with the Post Office or your neighbor.
- Mailbox Keys can be obtained through the U.S. Post Office and are the responsibility of the UNIT OWNER.
- Lessees must obtain mailbox keys from their UNIT OWNER.
- Property Management cannot assist with access or replacement mailbox keys.

## Section 12: Pets

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

- No one shall have more than three domestic animals in a Unit at the Property.
- These animals may include three (3) dogs; three (3) cats; or any combination of dogs and cats equaling three (3) total.
- No animals shall be bred in any Unit.
- Pet sitting for outside pets is permitted; the Manager must be notified.
- Cats and dogs must be transported in and out of the building in pet carriers, carried, or walked with leashes.
- Wild, exotic, farm, and poisonous animal are never allowed in the building. This includes, but is not limited to snakes, ferrets, pigs, tarantulas, etc.. Insects are also not allowed.

### 12.1 Requirements for Pet Ownership

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

- Residents agree to indemnify and hold harmless the Association, other UNIT OWNERS, the Management Company and their agents, for any loss or liability caused by or arising out of their pet.
- Residents must register their pet, dogs, cats, birds, etc., by submitting a completed Pet Registration and Agreement Form. The pet registration will include a picture taken by the Pet Owner and may be delivered via E-mail and sent with the form.

- Pet owners must provide proof of pet liability insurance
- Evidence of compliance with all licensing requirements under applicable law, including appropriate veterinary certificates with respect to vaccinations and registration with the City and County of Denver, must be provided upon request of the PWCA.

## 12.2 Pet Conduct

Pet owners must abide by a policy of non-interference with the non-pet owners, following simple acts of courtesy to ensure that all residents are respected.

- No person shall keep an animal, including birds, which by frequent or habitual howling, yelping, barking or making other noises annoys or disturbs another Resident .
- To avoid damage to the marble and keep our lobby presentable, all residents are encouraged to take pets in and out of the building through the alley rather than the lobby.
- DO NOT allow your pet to use the front of the building or building driveways at the alley as a pet relief area.
- Pets must be under control at all times, carried, in cages, or on a leash when outside of the Unit.
- Pets may not be left unattended in common areas.
- Residents must clean up any mess or droppings left by their pets. If an accident occurs while transporting a pet to/from the building the Pet Owner is responsible for this cleanup.
- The Unit Owner is responsible for any and all costs that may result from cleanup, repair, and/or replacement of any property damaged by a pet.
- Dogs and cats brought into the building for less than a day (12 hours) (accompanying a friend, for example) do not have to be registered, but the Manager and/or Board reserves the right to require that these visiting animals be removed if they exhibit unruly behavior or if any Resident has a complaint about their behavior.
- Any pet deemed to be consistently creating a nuisance or hazard, as determined by the Board, is subject to permanent expulsion from the Property.

## 12.3 Unauthorized Pets

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

## Section 13: Moving In & Moving Out

Moves are permitted from 9 am to 4:30 pm Monday through Friday, excluding holidays.

**Moves must be scheduled seven (7) days in advance with the Manager. Only one move per day is allowed. Schedule as early as possible to get a desired move date.**

The Association charges each Unit Owner a \$250.00 occupancy/ownership fee at the time they purchase their unit. This fee covers the use of the elevator, installation of elevator pads, use of the lock-off key, repair of minor damage (not exceeding \$50.00) to hallway walls and clean-up of entry system. Owners returning to the property after non-owner occupancy are not subject to additional fees.

This fee is payable when the move-in is scheduled to secure the desired date. Any damage to the building or the elevators, whether by movers or occupants, charges will be assessed to the UNIT OWNER. Any attempt to make an unscheduled move is a violation subject to a \$150.00 fine in addition

to the moving fee and will be assessed to the UNIT OWNER. Prior to fines being levied the UNIT OWNERS will be provided notice and an opportunity for a hearing pursuant to the Association's enforcement and fine policy.

The fee does NOT cover major damage caused during the move.

**Saturday, Sunday and holiday moves will be permitted only upon approval of the PWCA and prepayment of a \$1000.00 fee.** The payment of such fee shall be in addition to the \$250 occupancy/ownership fee specified above. A maximum of 4 hours will be permitted for the entire move, and the move must be scheduled at least 7 days in advance.

Lessees/renters/tenants: Each new renter who moves into the building must also pay a \$250 "move-in and out" fee. This fee must be paid prior to the move-in. It is the responsibility of Unit Owner to ensure that lessees/renters/tenants are in full compliance with all Association rules, regulations, and requirements, etc. Owners are responsible that renters have a copy of this rules handbook. The phone entry system will not be activated for the renter if fees are not current.

The Association is not responsible for communication with renters. Unit Owners are responsible for all such communications.

### 13.1 Move Requirements

- Under no circumstances is the elevator to be held at a floor for loading or unloading (except when using the approved elevator lock key).
- Move-ins, move-outs and transportation of construction materials and other large loads must be loaded into the hallway prior to loading them onto the elevator and then unloaded into the hallway before moving them into a unit. Loads in the hallway are to be promptly cleared, per building rules and fire code.
- In the event that the residents are renters, the Owner of the rented unit will be responsible for these costs.

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

- Incoming Resident Survey Forms are required for each individual who will occupy the unit.
- Payment of the move-in / move-out fee is required.
- All moves must be made via the basement garage level. Vans and Moving trucks cannot block the driveways at any time.
- The sub-basement level is allowed for smaller pick-up trucks and individual moves.
- Use of the Lobby entry is strictly prohibited. It is important to protect the marble tile and glass doors, which if damaged, cost a high amount to repair/replace.

### 13.2 Moving New Furniture and New Appliances

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

## Section 14: Visitor Parking

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

PARKING/LOADING ZONE is for the convenience of our residents, the area directly in front of the building is a posted 15-minute loading zone. No private contractors are allowed for long-term use. Please observe this limit and ensure that your guests do the same. Public Works enforces the 15-minute limit with written violation; however, it is up to residents to keep this zone available. Call Denver's 311 if you want a vehicle ticketed. Management or the Board will not call on your behalf.

## Section 15: Bicycles

Take bikes in and out of the building using the garage entrances. Do not use the front door Lobby entry (except residents of the first floor). Storage is provided in the garage per availability and at the owner of the bicycle's own risk.

Guests are not encouraged to bring bicycles into the building. If bicycles are being transported to the unit of a resident, appropriate care must be taken to prevent damage to the building or the elevator.

Any damages to the building or the elevators, together with clean-up charges (due to mud/other debris from the bicycle) will be assessed to the UNIT OWNER.

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

## Section 16: Insurance

The Association does not provide any insurance for individuals or their units nor is it responsible for personal property in the units or on the premises. UNIT OWNERS are required to obtain liability insurance for accidents, water leaks, and fires carrying a minimum of \$300,000.

Non-Compliant Unit Owners are not considered in good standing with the PWCA.

## Section 17: Lock-Outs

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

## Section 18: Extended Absences of Residents

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

## Section 19: Cable Television and Internet Access

The Association does not provide basic television or Internet Access. Residents may subscribe for such services by contacting respective vendors. Satellite dishes are allowed on balconies.

## Section 20: Holiday / Seasonal Decorations

Residents who install real Christmas trees are responsible for any cleanup left by the tree during the installation and removal of the tree. There will be a \$100.00 per hour (one (1) hour minimum) service charge to UNIT OWNERS if cleanup services are provided.

## Section 21: Emergencies

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

## Section 22: Noise Complaints

Community living means give-and-take with your neighbors. This is your home as well as that of your neighbors. Consider actions (such as the noise from hard surface floors, stereos, televisions, pets, and parties) that may adversely affect your neighbors (above, below and side-to-side.)

Residents of a high-rise, multi-unit building must accept and tolerate a certain level of noise. When the activity of a neighbor disturbs quiet enjoyment, it is usually NOT due to the neighbor's desire to be discourteous. Do not let a small problem develop into a larger one-- talk directly with your neighbor to resolve any problem. If a neighbor comes to you with a problem, PLEASE be considerate and cooperative. If the direct notification does not resolve the noise issue, then residents may notify the Manager via telephone or email. The resident may also choose to file a complaint with the Police Department 720-913-2000 or call 311.

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

Residents should exercise due care to avoid making loud, disturbing, or objectionable noises, which interfere with the peaceful enjoyment of their fellow residents. Keep in mind even small sounds resonate throughout the building and affect your neighbors.

## Section 23: Odors

No resident shall allow disturbing odors, whatever they may be, to intrude into other Units or the General Common Elements.

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

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

## Section 24: Vandalism

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

## Section 25: Owner Requirements

All Owners must deliver the following forms to the Manager:

1. Incoming Resident Survey Form (each time a renter moves in the form must be resubmitted)
2. Homeowner Insurance Policy
3. Governing Documents Acknowledgement
4. Emergency Contact Information
5. Pet Registration Form (if applicable)

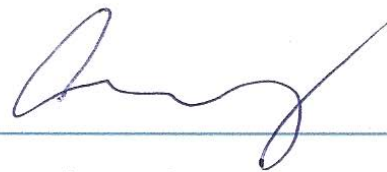
If a UNIT OWNER fails to provide all of the information requested fines may be levied. Prior to fines being levied the UNIT OWNERS will be provided notice and an opportunity for a hearing pursuant to the Association's enforcement and fine policy.

## Section 27: Adoption of Rules & Regulations

The stated rules and regulations have officially been adopted by the Board for and on behalf of the Park Washington Condominiums Association effective MAY 21, 2015.

Amended September 17, 2015

ON BEHALF OF THE BOARD:



Greg Stumpf, President

Park Washington Condominium Association