

Parkway Towers Condominium Association

Rules & Regulations
Effective
April 22, 2008

**1155 Ash Street
Denver, Colorado 80220**

Table Of Contents

Introduction	3
Definitions	3
Moving In Or Out Of The Building	4
Monthly Association Assessment.....	5
Lease Of Unit	5
Resident Parking	6
Guest Parking	6
Noise Control	6
Balconies.....	7
Shopping Carts	7
Trash Disposal	7
Laundry	8
Storage Areas	8
Common Areas	8
Pets.....	9
Keys	9
Intercom/Entry System.....	10
Modifications To Units & Outside Contract Work	10
Smoke Detectors.....	11
Manager(s).....	11
Owner Liability.....	11
Insurance	12
Pool.....	12
Exercise Room.....	13
Library	13
Party Room	13
Electronic Surveillance System.....	14
Temporary Absence from Unit	14
Corrective Action	14
Misc.	15

Association Rules & Regulations

Introduction

The Board of Directors of Parkway Towers Condominium Association in accordance with the recorded Bylaws to promote the safety and welfare of all residents, and to protect the architectural integrity and harmony of the property has adopted the following Rules and Regulations and Architectural Control Standards.

The Rules and Regulations do not replace the Bylaws or Declarations, which are the primary governing document of the Association. All documents are in force, but in case of conflict between the wordings of these documents, the Bylaws and Declarations will prevail.

The Rules and Regulations shall apply to all property owners, their residents, family members, tenants, occupants, agents, visitors, employees and guests; and shall be enforced by the Board of Directors and/or its agent(s) in accordance with applicable Covenants.

In establishing and maintaining the Rules and Regulations, or Standards, the Board shall make every effort to ensure that they do not affect unit owners' right to the enjoyment of reasonable and unrestricted use of their property or privileges of ownership.

In accordance with the Declarations and Bylaws, the Rules and Regulations and Standards may be modified, repealed or amended at any time by a resolution of the Board of Directors when deemed necessary in the best interest of unit owners/residents and the community.

Definitions

Association as used herein shall mean Parkway Towers Condominium Association.

Owner as used herein shall mean the individual(s) whose name(s) is/are on the properly recorded Deed of Trust on file with the City and County of Denver.

Renter as used herein shall mean the individual(s) whose name(s) appears on the lease duly filed with the management office of Parkway Towers issued by an owner.

Resident as used herein shall mean any individual(s) who legally resides at Parkway Towers, either through ownership or leasing.

Manager(s) as used herein shall mean the individual(s) employed either by the Association or its agent(s) to work full-time on-site and have primary responsibility for the day-to-day operations of the property. The individual(s) may be either a resident or non-resident.

Property Manager(s) as used herein shall mean the individual employed by the property management company under contract with the Association who is charged with the overall operations of the property. This individual helps to supervise the Manager(s).

1. Moving In Or Out Of The Building

We at Parkway Towers wish you well in your new home and want to assist in making your moving process smooth. To achieve this, close coordination with the Manager(s) is essential. Failure to comply with these regulations will result in Corrective Action (see Section 27).

- a. All moves -- moves in; moves out; whether vacating or cleaning out, must be scheduled with the Manager(s) at least one week (7 days) in advance (call the Parkway Towers office at 303-322-9108).
- b. Due to the additional wear and tear of the common areas of Parkway Towers, a non-refundable fee of \$100.00 plus a damage deposit of \$250.00 will be collected from the Unit Owner at the time a move is scheduled with the Manager(s). Moves will not be schedule until both fees are paid.
Additional charges may be levied or the damage deposit may be withheld if damages have occurred to the common areas as a result of the move. Unit owners are directly responsible and accountable for moves into and out of their units by their tenants and their moving companies.. The Manager(s) will inspect the halls and lobby both before and after the move has been completed. to determine the damages (if any).
- c. All rental leases must be executed in accordance with the Association's declarations, bylaws and house rules. Copies of all leases must be filed with the Manager(s) after signing and at least one week (7 days) prior to a scheduled move. Please bring your lease agreement with you or fax one to the office (303-329-5825) when you schedule a move-in.
- d. Moves are permitted from 9am to 6pm Monday through Saturday. Residents, whether renters or owners, who must move on a Sunday, may move during the same hours, but must pay an additional non-refundable \$100 fee. Only one move will be allowed per day. No moves will be allowed without a reservation.
- e. Moving is limited to one elevator only which will be reserved for exclusive use. Prior to the time of the scheduled move, the Manager(s)

will hang a protective pad in the elevator to avoid damage to the walls. The Manager(s) will provide the resident or authorized agent the key to the elevator, which allows the elevator to be operated manually.

- f. All moves must use the south entry door. The front door and lobby may only be used for large appliances and furniture that will not fit through the south entrance.
- g. The Manager(s) will direct the movers in parking the vehicle used in the move. Vehicles may not block the south driveway or the loading zone in front of the property. Moving vans and trucks are not allowed in the garage. Due to weight load issues above the garage no large moving vans can be parked outside the south door. Those vans must park on the street.
- h. Entry doors may not be left unattended. The moving parties must close the doors when they are not in the area to attend them. Security must be maintained at all times.
- i. Residents must remove any debris left in any common area resulting from their move.

2. Monthly Association Assessment

All monthly Association fees are payable on the first of every month by Parkway Towers owners. A \$50.00 penalty fee will be charged on the fees received after the 10th of the month. Please refer to Article VII of the Bylaws, "Obligations of the Owners" for the particulars of homeowners' responsibilities, and Article IX, Section 2 for information about the Association's responsibilities toward homeowners regarding unpaid assessments.

3. Lease Of Unit

- a. No unit shall be rented for a period of less than six (6) months, as evidenced by a written lease signed by the owner and lessee. b. A copy of the lease **must** be provided to the Manager(s) at least one week (7 days) prior to occupancy. c. Any violation of the Condominium Declaration, Bylaws of the Association, or any Rule or Regulation promulgated by the Association shall be deemed a violation of the lease covenants, and shall subject the lessee to eviction and/or other remedies available to the Association.

- d. The expense and all attorney fees incurred by the Association may be assessed against the owner of said unit. The owner is advised to insert a substantially similar clause in the said lease for owner protection.
- e. All lessees must be provided with a copy of the House Rules & Regulations and sign a receipt to be given to the Manager(s) at least one week (7 days) prior to moving into the building.

4. Resident Parking

- a. Vehicles are to be parked within designated parking areas only.
- b. Traffic flow signs must be strictly observed.
- c. Residents should notify the Manager(s) if any unauthorized car is parking in his/her assigned space.
- d. The Manager(s) must be notified if the owner or tenant has made any arrangement to rent out a parking space.
- e. No resident may use any parking space that does not belong to their unit without prior approval by the owner of the space and notification to the Manager(s).
- f. No flammable, noxious, hazardous, or unsightly items or materials may be kept within the confines of said parking spaces or common elements of the parking areas, including the basement.
- g. We advise using headlights at all times inside the garage.
- h. For security reasons, please close garage door after entering or leaving the garage.
- i. No inoperable motor vehicle or vehicle without current registration plates may be kept on the property.
- j. No repair or maintenance of automobiles or other vehicles may be undertaken on the property. Minor vehicle repair work shall be permitted in emergency cases only, provided that the area is cleaned after repairs have been completed. Refilling of washer fluid, oil, brake and/or power steering fluid reservoirs are hereby specifically exempted from this provision.

5. Guest Parking

- a. The guest parking lot on the north side of the property is to be used by guests of the residents of Parkway Towers. A guest is a person staying no longer than 2 weeks.
- b. Other spaces in the visitor lot may be leased out at the discretion of the Board, the on-site Manager(s), or the Property Manager(s) on a monthly basis to either residents or non-residents.
- c. Use of the guest lot by residents for their own vehicle(s) is prohibited.
- d. Residents are responsible for informing their guests about the parking policies.

6. Noise Control

- a. Owners and occupants shall exercise reasonable care at all times to avoid disturbing their neighbors per all applicable ordinances of the City and County of Denver.
- b. Construction causing noise must be limited to hours between 8am to 5pm, Monday through Saturday.
- c. Noise violations should be reported to the Manager(s). The Manager(s) will notify the Board and action(s) will be taken as outlined in the section entitled Corrective Action.
- d. Residents are encouraged to contact the Denver police, District 2, 303.866.2911 after 10pm to respond to noise disturbances.

7. Balconies

- a. Balconies should be kept in a tidy condition at all times.
- b. Hanging garments or other items, unless they are below the level of the outside panels is prohibited. The Board of Directors must approve all blinds.
- c. Feeding birds from the balconies is prohibited.
- d. Throwing anything out of the windows or off of the balconies, including cigarettes, is prohibited.
- e. Violators will be subject to action(s) as outlined in the section entitled Corrective Action.
- f. Charcoal grills violate city fire ordinance and are therefore prohibited. Electric grills are permitted; gas grills are also permitted where the total propane container capacity is one pound of LP gas or less.
- g. Satellite dishes are permitted by law but must not be fastened to the structure of the building.
- h. No signs of any nature to be displayed from the windows or balconies of any unit .

8. Shopping Carts

- a. Grocery carts can be found in the basement for your convenience.
- b. Carts must be returned immediately after use and never left in hallways or elevators.

9. Trash Disposal

These guidelines were designed to ensure that Denver Fire Code is met at all times.

- a. All trash, including newspapers, should be contained in a tied bag.

- b. The trash chute doors and the locker room doors are to remain closed when not in use.
- c. Cardboard boxes or oversized bags should be taken to the basement trash room and placed in the dumpster.
- d. Flammable materials, such as oil-based paints, solvents, cleaning fluids, alcohol, etc., are not permitted in the trash chute.
- e. Arrangements to dispose of large, heavy items such as furniture, kitchen appliances, and plumbing fixtures must be made by the homeowner. None of these items can be disposed of in the trash room.

10. Laundry

- a. Laundry hours are between 7 am and 10 pm. This means laundry must be finished by 10 pm. Homeowners who do not cooperate or whose lessees do not cooperate will be subject to Corrective Action (see Section 27).
- b. Residents must clean the internal dryer lint filters after each load is completed.
- c. No dyeing is allowed in the washers or the utility sinks
- d. Large containers from detergent, etc., must be disposed of in the trash chute or dumpsters. Please do not deposit large jugs and cartons in the small wastebaskets; these are intended only for lint and small waste items.
- e. No rubber-backed items may be dried in the dyers. Please use only the lowest heat setting for nylon, spandex, and other synthetic fibers.

11. Storage Areas

- a. The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles stored in any common or other storage area.
- b. No possessions are to be left outside or on top of lockers in locker rooms.
- c. Anything found outside will be considered trash and will be disposed of.
- d. Storage of gasoline, oil-based paint or other flammable materials in lockers in the garage or in individual storage units on the floors is prohibited.
- e. No flammable, noxious, or hazardous, materials may be kept within the confines of said storage spaces.
- f. Owners are responsible to secure their own lockers with their own lock.

12. Common Areas

Residents should make every effort to keep the common areas of Parkway Towers in a presentable condition at all times.

- a. Smoking is prohibited in all common areas (including the 17th floor roof deck) unless otherwise posted.
- b. Residents may not use common areas as play areas. This includes the sidewalks, driveways, entrances, halls, and stairways. Care should be taken when using the common areas so as not to disturb other residents.
- c. Throw rugs and doormats violate Denver Fire Code and may not be used in hallways.
- d. Residents and their guests are asked to take care not to damage the carpeting, walls, doors, and lighting fixtures in the common areas.
- e. Any damage caused by a resident, his employees and/or contractors, or invited guests will be the ultimate responsibility of the unit owner.
- f. Homeowners are responsible for cleaning common areas such as hallways while any construction or remodeling is being done to their unit.
- g. A bulletin Board is provided in the basement garage lobby for resident use. Residents may not post anything else in the common areas without prior Board approval.
- h. The elevators are for the use of all residents. Please refrain from holding the elevators to make conversation.

13. Pets

No animals, livestock, poultry, insects, or exotic animals and reptiles of any kind, shall be raised, bred, kept or boarded. Reasonable numbers of birds and fish, approved by the Board may be kept in a unit so long as they are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to other people. This includes pets of visitors and guests.

14. Keys

- a. The Board requests that homeowners keep a set of their keys in the office to be used only in case of emergency or with an owner's prior consent to each occasion. An emergency is defined as a flood or fire only. If an entry is made without prior consent of the unit owner then management must fully document the reason for entering. See Article VII Section 7 of the By-Laws.
- b. Two keys to the entry door (and several common areas) will be issued to each homeowner. The homeowner is responsible for providing any renters with a key.

- c. Additional keys are available from the Manager(s) at a nominal fee established by the Board.

15. Intercom/Entry System

- a. Our intercom/entry system operates through our telephone lines. Residents are responsible for providing a telephone number to the Manager(s) so access can be established. Please be aware that cordless and cellular phones do not reliably unlock the front door.
- b. When guests come to the building they are to notify you by using the number on the Board at the main entrance. Residents can then open the door for their guests by pressing 6 on their telephone.
- c. Residents are cautioned to not let anyone into the building until they have identified themselves properly.
- d. For security reasons the intercom system is shut off at 11pm each night. If a guest arrives after that time it will be necessary to go to the lobby to admit them to the building.

16. Modifications To Units & Outside Contract Work

The outside appearance of each unit must not vary from the standard established by the Parkway Towers Board. See Article VII, Section 5 of the By-Laws for more specific instructions regarding construction within the unit.

- a. Residents are required to submit a Construction Approval Request to the Manager(s) prior to beginning a project. The Manager(s) will designate one elevator for use during the project and provide padding. All construction materials and debris must be moved in that designated elevator only.
- b. Homeowners will be notified in writing of any approval/disapproval of any projects within 30 days of presenting said request.
- c. All aspects of the project must be carried out inside of the unit. Homeowners and/or their contractors may not use any of the common areas, including hallways, laundry or storage rooms, basement garage, or outside parking lot as work areas.
- d. There is a refundable \$250 deposit for construction projects in the units. This deposit is fully refundable once the common areas affected by the project are properly cleaned and inspected. The unit owner is responsible for any debris or damage left by their contracted workmen in the entryways, elevators, hallways, lobby, basement, or other common areas, and charges above and beyond the cleaning deposit may be assessed for damages.

- e. Residents must make arrangements for disposal of any debris left from the construction. These items are not to be placed in our dumpsters or our trash room.

17. Smoke Detectors

- a. Smoke detectors in all units are required by Denver Fire code. In June of each year staff hired by the Manager(s) will inspect the smoke detectors and replace the batteries in each unit.

18. Manager(s)

- a. Manager(s)'s work hours are posted in the lobby.
- b. The Manager(s) can be reached by calling 303-322-9108.
- c. Packages should be picked up during office hours only. If you cannot, please make arrangements with the Manager(s) for a designee to pick up the package or ask the Manager(s) to put the package in a secured place of your choosing.
- d. For insurance reasons, the on-site staff is not allowed to provide any services that are outside their stated job responsibilities as Manager(s) of the building to individual residents during their designated work hours.
- e. Maintenance forms are available for residents to complete and should be completed for any maintenance needs in common areas.

19. Owner Liability

- a. Article VII, Section 2, Paragraph B of the Amended & Restated Bylaws states the following:

All repairs within a Unit, such as installations for light, gas, power, water, sewer or telephone service; sanitary installations, doors, windows, electrical fixtures, appliances and other equipment within the Unit, commencing at a point at which the utility lines, wires, pipes conduits or systems enter the Unit, shall be the responsibility of and at the expense of that Unit's Owner(s).

In other words, homeowners are responsible for repair and maintenance within their units. This includes (but is not limited to) sinks, tubs, shower stall, faucets, garbage disposals, toilets, and drains. The Association is responsible only for repairs to common areas (such as pipes located within walls located outside the units) and remediation of damage caused by problems with such common equipment.

- b. The Association will not pay for damage caused by one unit to another unit. Unit owners are advised that such damage is not covered by the

- Association's insurance policy. Owners and tenants are encouraged to obtain their own insurance coverage.
- c. Breaks and leaks originating within the walls are to be repaired by the Association, but the homeowner must repair problems originating within the units. This includes water damage caused by leaks inside the unit
 - d. When damage has been caused to common areas by events in a homeowner's unit, the homeowner will have 2 weeks in which to begin repairs and bring the common areas back to their pre-damage condition within a reasonable period of time. When an acute emergency situation exists, as judged by the Management, such as a serious water leak causing immediate damage, the homeowner will be asked to effect repairs as soon as possible.
 - e. In the event of clogged drains and toilets, a licensed plumber will determine the cause and will note on the invoice what caused the blockage and who is at fault. The HOA will bear the cost of the removal of the stoppage if the plumber determines the resident of the unit did not cause the stoppage. Owners deemed at fault will be responsible for the cost of repairs .

20. Insurance

See Article XII of the By-Laws regarding the building coverage. All Residents are encouraged to obtain insurance coverage for carpets, drapes, cabinets, appliances and personal belongs in their unit.

21. Pool

The pool is open seasonally as weather permits. Residents are required to review the rules posted at the pool deck prior to using the pool.

22. Exercise Room

- a. Instructions on the use of the equipment can be found in the Exercise Room and the Manager's office.
- b. The equipment in the exercise room has been provided as a convenience, but the Association assumes no liability for any injury or damage that a tenant, owner, or guest may receive through the use of the equipment.
- c. Please turn off the lights and close the balcony door when you leave.

23. Library

- a. Residents should cooperate in keeping the room clean, sharing and not monopolizing the space, and turning out the lights when the room is not in use.
- b. If you remove a book, please return it when you are finished.
- c. We encourage book donations; to donate books to the library, please give the books to our Manager(s) to be placed in the reading room.

24. Party Room

- a. The party room is scheduled on a first-come, first-served basis with the Manager(s).
- b. Residents who reserve the room must pay a non-refundable fee of \$75.00 and leave a \$250.00 DAMAGE deposit with the Manager(s) and sign a Party Room Usage Agreement (available in the Parkway Towers Office). The deposit will be returned to the resident after the keys are returned and the Manager(s) have verified that the rooms have sustained no damage and that no further cleaning is required.
- d. The Board reserves the right to reserve the party room for its periodic meetings.
- e. Residents are responsible for the conduct of their guests at all times and will be held responsible for any damages.
- f. Due to the fire code, parties are limited to 60 guests.
- g. Renters must present an Owner's Consent (available in the Parkway Towers Office) signed and dated by the unit owner before they will be allowed to reserve the party room. The Consent acknowledges the Owner's full responsibility for any damage caused by renters.
- h. Smoking is not permitted in the party room and balcony surrounding.
- i. Live music is not permitted.
- j. Furniture must not be moved outside the party room.
- l. Parties must end by midnight and the house noise level standards must be maintained during the party, with particular care taken in the hours of 10pm to midnight.
- m. Clean-up of the party room must be finished and the keys returned to the Manager(s) no later than noon of the next day. Clean up includes:
 - 1. Empty all wastebaskets include the restrooms. Place all trash in the dumpsters in the basement trash room.
 - 2. Wipe counters and tables, mop and/or vacuum floor and carpet as needed.
 - 3. Remove all personal items.
 - 4. Nothing may be left in the refrigerator.
 - 5. Verify that all windows are closed and locked, blinds drawn and shut, and lights turned off.

25. Electronic Surveillance System

- a. 24-hour surveillance of the property is maintained by an electronic surveillance system maintained by the Manager(s).
- b. Surveillance media is the property of the Association and is not available to homeowners unless a request for such is made in writing. A police report or insurance claim must accompany any such request.
- c. If questions arise about activities in the building that may be illegal or violate House Rules and Regulations, the Board will review the surveillance media and take appropriate action.

26. Temporary Absence from Unit

- a. If you are going to be away for more than a week, we recommend that you notify the Manager(s). The Board recommends that residents who plan on long absences leave several phone numbers, trip itineraries if necessary, or names and phone numbers of contacts that will know your location in the event of an emergency.
- b. Residents must make their own arrangements for mail and newspaper delivery.

27. Corrective Action

A system of penalties has been established to ensure compliance with the Rules and Regulations of the Association. The Board believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not a unit owner, the owner will be contacted with all correspondence pertaining to the violation and any ensuing penalties and hearings. The unit owner is ultimately responsible for all fines and the removal of all violations. A record will be kept in the Parkway Towers office of all infractions.

Please note: receipt of these Rules is considered to be "written warning." The Board may elect to submit a second written warning at its discretion.

Fines will be imposed for violation of any of the above rules, according to the following schedule:

- a. First infraction: a written warning will be issued.
- b. 2nd Infraction: a \$100 fine.
- c. Subsequent infractions: a \$500 fine.

Should the owner decide to appeal the fine, a letter explaining why the fine should be suspended should be sent by the owner to the Board of Directors before the next scheduled meeting of the Board. The owner must also appear in person at that Board Meeting to request a suspension of the fine.

A fine will be applied to the unit owner regardless of whether the offender is the unit owner, a tenant, a guest or a household member. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the unit owner. If the unit owner does not pay the bill, a higher fine may be imposed and legal action may be taken.

28. Misc.

Washers and dryers are prohibited. The plumbing is not capable of handling the increased water pressure.

No personal belongs are to be put out on the exterior of the building for pick-up. If a resident wishes to donate items to charity the resident must make arrangements for and arrange to be present at a pickup.

PARKWAY TOWERS CONDOMINIUM ASSOCIATION
PARKING DECK STUDDED SNOW TIRE POLICY

Adopted 27 October, 2009

The following policy has been adopted by the Parkway Towers Condominium Association ("Association") Board of Directors pursuant to Colorado Statutes, the Amended Condominium Declaration the Parkway Towers Condominiums, the Amended and Restated By-Laws of Parkway Towers Condominium Association and the Parkway Towers Condominium Association Rules & Regulations (effective April 22, 2008).

Pursuant to the information provided by the contractor during the installation of the BASF Sonoguard parking deck coating system; the use of studded snow tires on the parking deck and weather proofing materials is strictly prohibited. Parking deck coating systems can be easily damaged by studded snow tires and can potentially void any warranties with both the manufacturer and the contractor.

The Board of Directors has determined that any Owner or Resident who drives on the parking deck, deck coating system with studded snow tires shall be subject to the Enforcement of the Declaration, Bylaws, Rules & Regulations or Architectural Guidelines Policy of the Parkway Towers Condominium Association and the following fine schedule shall apply:

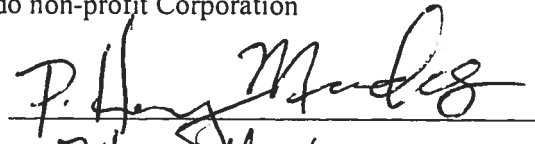
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|-------------------------|--|
| 1. First Notification: | \$100.00 fine |
| 2. Second Notification: | \$500.00 fine |
| 3. Third Notification: | Owner will be fined the full amount of any damages, repairs, etc. to the parking deck and deck coating materials as necessary. |

Notwithstanding any provision of this fine schedule and any Policies & Procedures, the Association may use any legal means available at any time to enforce the terms of the Declaration, Bylaws, Rules & Regulations, Architectural Guidelines or any other governing documents of the Association.

PRESIDENT'S CERTIFICATION:

The undersigned being the President of the Parkway Towers Condominium Association, Inc., a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 27 October, 2009, and in witness thereof, the undersigned has subscribed his/her name.

Parkway Towers Condominium Association, Inc., a
Colorado non-profit Corporation


By: P. Henry Meadows, President