



## **RULES AND REGULATIONS**

**Adopted January 1, 2001**

**Revised November 1, 2002**

## Codes for Community Living

River Rock Condominiums is an Association of individuals and a community of residents with a common interest in maintaining the highest quality of life for all residents.

These rules are intended to be a guide for the safety and security of residents; for the efficient and prudent operation of the buildings and grounds; for pleasant living; and a means of a reminder that each of us has a responsibility to one another and that all residents must be fair to one another.

The Rules and Regulations are enforceable under authorization the Association's Declaration and its Bylaws.

### DEFINITIONS (as defined in the Declarations and Covenants)

**Adult:** Anyone 18 years of age or older.

**Articles:** The Articles of Incorporation of the Association, as from time to time amended or restated.

**Association:** The River Rock Condominium Homeowners, a nonprofit corporation comprised of all homeowners.

**Board:** The duly elected Board of Directors of the Association.

**Buildings:** The buildings in which the River Rock Condominiums are located, collectively at 8707 E. Florida Ave., Denver, Colorado 80247.

**Bylaws:** The Bylaws of the Association, as from time to time amended or restated.

**Condominium Map:** The River Rock Condominium Map, as filed with the Clerk and Recorder's office of Arapahoe County, as the same may from time to time be modified or supplemented.

**Condominium Unit:** Each of the Units located within the Building or all as more fully set forth in the Declaration.

**Declaration:** The River Rock Condominium Declaration, as filed with the Clerk and Recorder's office of Arapahoe County, as the same may from time to time be amended or restated.

**Default:** Owner is in Default if assessments owed to the Association exceed \$300.00 or have been turned over for collection.

**General Common Elements:** All real property owned in common by the Members of the Association for the common use and enjoyment of the residents, including all Recreational Facilities; clubhouse; pool, hot-tub, window-wells, stairwells; grounds; walkways; and the general common elements of the garages.

**Managing Agent:** Weststar Management Corporation, 1450 S. Havana St. #800, Aurora, CO 80012

- The Managing Agent is Karen S. Harris, CMCA®, AMS®, The phone number is: 303-755-1241

Members: Each Owner of a Condominium Unit or a Parking Unit.

Owner: The owner of record, whether one or more persons or entities, of a fee simple title interest to any Condominium Unit or Parking Unit.

Parking Unit: The parking unit designated as such on the Condominium Map and assigned as limited common elements appurtenant to specific Residential Units or designated to the Homeowner, Association for Visitors, and Handicapped.

Resident: Any person whose place of residence is River Rock Condominiums, whether as an Owner, guest, licensee, invitee, or tenant.

Unit: Each of the individual residential units located within the Buildings.

All capitalized words and phrases used herein and not otherwise defined herein shall have the meanings assigned in the Declaration. All capitalized words and phrases used herein and defined herein shall have the further meanings as more fully set forth in the Declaration.

#### **IMPORTANT FACTS**

Office: There is no on site Management office. The Managing Agent can be reached at 303-755-1241 during normal business hours, 9 a.m. to 4 p.m. Monday through Friday. Emergencies will be responded to immediately when voicemail is left. Voicemail system pages Managing Agent.

Annual Meeting of Members: An annual meeting of the Members shall be held in accordance with the Bylaws, at which time such business as comes before the Members shall be addressed, including an election to fill expiring terms of Board Members. The annual meeting is open to all Members; however, only Members in good standing are entitled to vote. The annual meeting for River Rock Condominiums is generally held in the fall of every year.

Board of Directors: The business and affairs of the Association are governed by a Board of Directors consisting of five (5) members elected by the Owners in accordance with the Declaration and the Bylaws. Meetings of the Board will be no less than six (6) times per year and open to all Members.

Property Access: River Rock is a **controlled access** property. Guests and visitors must enter the property through the main entrance on Florida Avenue **ONLY**.

Maintenance: The Board of Directors and the Managing Agent determine Maintenance of all General Common areas. Repairs to a unit (and including but not limited to the doors and windows), excluding the exterior paint, are the responsibility of the unit Owner.

Insurance: The Association's policy excludes coverage for personal belongings and personal liability. Insurance requirements are outlined in the Residential Declaration and shall be maintained by the standing Board of Directors.

Fire Safety: River Rock has been constructed to conform to fire and safety codes in the Cunningham Fire District. This includes the installation of building Fire Alarm System and fire alarms in every Residential Unit. In addition, each Residential Unit has smoke detectors and speakers from the main alarm system. Tampering with these items is prosecutable and will result in a fine and possible jail time as issued by Arapahoe County Sheriff's Office. Any and all fines assessed to River Rock will be reimbursed to the Association for the violation, attorneys' fees, and all applicable repairs to damage by the Unit Owner.

## **RULES AND REGULATIONS OF RIVER ROCK CONDOMINIUMS**

### **I. INTRODUCTION**

These rules and regulations are designed to protect the common interests of each Owner and resident, and to collectively assure the rights of all owners and residents of River Rock.

The Association will make copies of these Rules and Regulations (or other documents, which are available for a nominal fee for any Owner or Resident.

### **II. ASSESSMENTS AND FINES**

- A. These Rules and Regulations, the Declaration, the Articles and the Bylaws (collectively, the "governing documents") shall be enforceable by the Board and the Managing Agent. A violation of any of these items is subject to a monetary fine or assessment and appropriate legal action may be taken for infractions thereof (**see schedule A at the end of this booklet**).
- B. Common Monthly Assessments are due and payable on the first day of each month. If these or any other Assessment imposed under the Declaration are not paid within 15 days after their due date, the Owner will be assessed a late fee. Charges will be assessed every month.
- C. Once the monthly fees and assessments reach or exceed \$300.00 the Board will place a lien on the Unit until the entire debt is relieved. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien (in accordance to the Colorado Revised Statutes) against the subject Condominium Unit. All interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment.
- D. In addition to fees the Association may levy fines against Owners and Residents who violate (or whose family, guests, invitees, or licensees violate) any provision of the governing documents for which no specific penalty is provided. Such fine maybe levied following prior written notice sent by first class mail or personal service providing the Owner or Resident an opportunity to be heard before the Board on the subject violation.
- E. First violations shall be recorded and addressed by the Board of Directors by and/or through their Managing Agent in writing, including but not limited to the violation, the appropriate action to cure such violation, the date by which it is to be remedied, and further actions that will be taken by the Board for disregard to or repeat and subsequent violations. Second violations shall be in writing and will include the fine imposed for each infraction. All subsequent violations shall incur

a fine **double** the immediately preceding fine. All such fines shall become an expense of the Unit owner and shall be due and payable with the next Monthly Assessment. All such fines shall become due and payable under the same terms as the monthly assessment. All fines are subject to the same legal action, interest, costs, and reasonable attorneys' fees as the monthly assessment and such action shall be added to the amount of the fine collection.

### III. SUSPENSION OF PRIVILEGES

- A. The privilege of using the General Common Elements (including but not limited to the Clubhouse, Pool, and Hot Tub, etc.) may be suspended or limited by the Board per the Declarations and Covenants Section 4.8(b).
- B. The voting rights of a Member shall be suspended during any period in which such Member is in default any assessment levied (monthly dues or non-payment of incurred fees) by the Association.

### IV. ACCESS PRIVILEGES

- A. All Owners and Residents shall be entitled to access and to use the General Common Elements and the limited common elements appurtenant to such Unit as provided in the governing documents, except to the extent that such access has been suspended or limited by the Association, or is otherwise restricted by specific policies, procedures, or Rules and Regulations promulgated by the Association.
- B. Non-resident Owners (Landlords) are responsible for the actions of their occupants (Tenants). Transfer of General Common Element responsibility to the occupant (Tenants) of their Unit is prohibited. It is the responsibility of the homeowner to ensure the peaceful enjoyment and safety of the on-site residents.
- C. All non-residents, other than non-resident Owners, may enter the property only with the permission of: (1) a Resident, (2) after being buzzed through the front gate by a Resident, or (3) after being admitted onto the property by an authorized person or Managing Agent. Solicitors, Trespassers, and other non-permitted visitors are prohibited and may be removed (within reason) from the Property at the discretion of the Association.
- D. It is prohibited to give out the community gate code on the intercom system to allow access to the property. The gate code that is permissible is **ONLY** that which rings the resident or Unit Owner directly.

### V. RESIDENTS' SECURITY

- A. Delivery services (UPS, Federal Express, floral, food delivery, etc.) are allowed on the property at the request of the resident to whom they are delivering. It is prohibited to provide the gate code for these services. Residents expecting deliveries other than those frequenting should plan on being home and/or make other arrangements
- B. Gates (front or rear) may not be blocked open **AT ANY TIME**. Such action is subject to fines and vehicles being towed at the expense of the violator.

- C. The rear gate is **EXIT ONLY**. Such action is subject to fines and vehicles being towed at the expense of the violator.
- D. The front **EXIT** gate is for **EXIT ONLY**. Such action is subject to fines and vehicles being towed at the expense of the violator.
- E. All Residents should be aware and alert to the need for security at all times. Residents should be observant and immediately report any suspicious activity to the Arapahoe County Sheriff.
- F. The Board is not responsible for any lost or stolen items from or damage to any vehicles. It is recommended that you lock all doors and keep windows closed while on the property or parked on Willow Street.
- G. The Board is not responsible for any items lost or stolen from personal residences. It is recommended that you lock all doors, set alarms, and keep all windows closed.

## **VI. NOISE**

- A. Noise. Noise must be kept within a reasonable level at all times. Objectionable noise may be defined as, but not limited to, loud voices, and music, which is audibly distinct from the outside or from adjacent Units.
- B. Residents who are disturbed by noise must attempt to resolve the noise problem with the persons making the noise. The next step is to contact the Arapahoe County Sheriffs' office no less than two (2) times (documented) before filing a complaint with the Association. Excessive complaints or violations filed with the Association may be subject to a fine.

## **VII. ALTERATIONS**

No alteration, modification, or addition is permitted in or about any Condominium Unit or Parking Unit without the prior written approval of the Board. This includes but is not limited to the enclosure of a balcony, plumbing alterations, and other exterior alterations. Any such changes may negatively impact the structural, architectural, electrical, and mechanical integrity of the Buildings. Requests must be made in writing to the Managing Agent in care of the Board for written approval of any such alterations, modifications, or additions.

## **VIII. RESTRICTIONS**

Drilling into, painting, damage caused by pets, or making any other alteration (including but not limited to gates, signs, address blocks, landscaping, light fixtures, etc.) to the exterior walls of the decks and balconies and columns is not permitted. No siding may be removed from any deck, balcony, or wall.

- A. Drilling of or hanging items from the top panel of the patio opening or ceiling of the patio or balcony requires prior written consent by the Board. Damage caused by these items will be the responsibility of the homeowner.

- B. Except approved peepholes and front door wreaths, nothing shall be hung or placed on the Unit doors. A list of screen or storm doors is available from the Board and are allowed ONLY with prior written approval by the Board of Directors
- C. No signs or posters of any kind (INCLUDING for sale or rent signs) may be displayed outside of any Unit and are limited to the interior windows of any Unit that is visible from any point outside of the unit.
- D. Per the Declarations and Covenants, no signs or posters of any kind may be displayed **outside the front gate on or in front of River Rock's Property or Intercom system**. All such items will be removed without prior notice from the Board or Managing Agent.
- E. Failure to comply with the Association's requirements for prior written approval of any alterations, modifications, or additions may result in substantial assessments or fines levied against the Owner or Resident. Moreover, the Association may in its discretion remove or remedy any non-conforming alteration, modification, addition, items, or signs and charge the cost thereof to the Unit Owner as a Default Assessment as provided in the Declaration, and may result in a lien placed on the Unit subject to the same conditions of payment as the monthly assessment.
- F. Hot Tub Installation. No hot tub, Jacuzzi or similar device shall be installed on any balcony or patio.
- G. Under NO circumstance is it permitted to for residents to leave items on the common area, i.e. to pick up from charities.
- H. Persons found throwing rocks, climbing on garages, in trees, or defacing common property will be fined, both for the violation and all damages incurred.
- I. Window screens may NOT be removed except in extreme emergencies.

#### IX. SATELLITE DISHES AND ANTENNAS (QUOTED)

Per FCC Guidelines and the Declarations and Covenants of River Rock Condominiums, the hanging or mounting of Satellite Dishes and Antennas are prohibited from the following locations on the physical structure of any Building:

- A. Rooftops, Window Sills, Common-Use Balconies, and ANY OUTSIDE WALL OR BALCONY STRUCTURE.
- B. NO holes may be drilled in outside walls, roof, or windowsills or frames.
- C. No Dish or Antenna can extend beyond the Balcony or Patio railing line.
- D. Satellite Dishes and Antennas are allowed within the limited common areas or areas within the exclusive use of the Owner, of the patio or balcony but are subject to the approval of the Board of Directors.
- E. Any damage caused by the moving or removal of Satellite Dishes or Antenna's are the

SOLE responsibility of the Owner of the Unit. Assessments and fines will be imposed for damage caused under any such circumstance.

Per River Rock Condominiums Architectural Control, the following means must be followed when mounting an Antennae or Satellite Dish:

- A. Satellite Dishes and Antennas may be mounted on a tri-pod or other acceptable "stand" or table upon the Resident or Unit Owners' patio or balcony. Such items may NOT be attached to the structure of the building or Unit.
- B. No manmade poles, tri-pods, tables, or stands may be placed outside of the Unit without the prior written approval of the Board. Such items may NOT be attached to the exterior structure of the building or Unit.

#### **X. CONTRACTORS WORKING IN UNITS**

- A. Any Owner or Resident contracting to have work done in their Unit will assume full responsibility for cleaning and/or reimbursement to the Association for any and all damage, accidental or otherwise, that may be done to any common or limited common elements or to any other Unit.
- B. Contractors must abide by all parking regulations. Violators are subject to fines, tickets, or towing.
- C. Under NO circumstance shall a contractor be given the access code for the front gate. Owners/residents need to exercise other arrangements for entry to property.

#### **XI. MOVE-IN AND MOVE-OUT PROCEDURES**

- A. All moves shall take place between the hours of 8:30 AM and 7:30 PM, Monday through Sunday. There shall be no moving during the night hours.
  - 1. It is required that all Owners who chose to rent their property submit a **copy of the written lease** to the Board. The Managing Agent must receive a copy within 72 hours of lease signing.
  - 2. Moving vehicles are subject to the same parking limitations as all residents. Violators are subject to fines, tickets, or towing.
  - 3. Moving vans, trucks, or trailers may not be parked on the Property, except to load and unload, and are subject to ticketing and towing. All such vehicles must be removed from the Property or parked on Willow Street.
  - 4. Moving or storage boxes and/or containers (i.e. Public Storage boxes) are strictly prohibited on the Property and subject to removal by the Board at the unit owner's expense.
- B. The owner shall be responsible for the cost of any and all damage repairs and clean-up necessitated by the owner/tenant's move-in or deliveries, whether caused by the owner or by a

third party performing the move-in or deliveries. If not so paid, the unpaid amount may be assessed against the subject Unit as a Default Assessment as provided in the Declaration.

- C. The Association may take any act or exercise any remedy afforded the Association under the Declaration to monitor and regulate all move-ins and deliveries.

## **XII. PARKING, CARPORTS, AND GARAGE AREA**

- A. All vehicles on the Property must be operational and in reasonable condition.
- B. Motor vehicles must be parked within the marked parking spaces assigned. A motorcycle, motor scooter, etc., may be also parked in the space if it can be accommodated within the lines and does not adversely impact the vehicles parked on either side or access ways.
- C. NO trailers, motor homes, boats, hitches, jet skis, etc. will be permitted, kept, or stored on any portion of the premises at any time.
- D. NO repairs of ANY KIND to ANY motorized vehicle is permitted in any parking area (including, but not limited to garages) and is subject to warnings and fines.
- E. Washing of cars or other vehicles, IS NOT permitted on the Property at **ANY TIME**.
- F. Vehicles shall be maintained so as to avoid excessive noise and unsightly oil and other operating fluid stains or pools under the vehicles in deeded parking spaces or garage floors. Vehicle owners are responsible for the cleanup of excessive fluid leakage if it does occur. The Association may at its option clean the Parking Spaces of excessive fluids, and the amount thereby incurred will be assessed against the Owner of that Unit.
- G. Storage of any type in Parking Spaces is prohibited (including but not limited to garages). Storage of personal property other than vehicles in the Parking Spaces constitutes a violation of the Declarations and Covenants. Such items are subject to removal at the request of the Board and at the expense of the Owner of the Parking Space.
- H. Storage of gasoline, oily rags, or any other highly flammable materials is strictly prohibited in the Garage spaces or in any other place within the Buildings. Disposal of such materials is prohibited by Colorado Law and must be disposed of in their proper receptacles or locations. Improper disposal of these or any other hazardous materials is prosecutable and will result in a fine and possible jail time as issued by Arapahoe County Sheriff's Office. The responsible party or Unit Owner will reimburse any and all fines assessed to River Rock for the violation, as well as attorneys' fees, and all applicable repairs to damage.
- I. The Association will not assume any responsibility for loss of or damage to any parked vehicle or items in the Parking Spaces.
- J. There shall be NO parking where indicated by No Parking signs or yellow curb markings. These include, but are not limited to Fire Lanes, Yellow Zones, Handicapped (without proper & visible permits), grass, rocks, in front of or around dumpster areas, garages, or carports, behind vehicles properly parked. Double parking is not allowed.

- K. A vehicle parked in any assigned Parking Space or Parking Unit by other than the Owner thereof, is subject to towing at the Unit Owners discretion.

### **XIII. CLUBHOUSE RENTAL**

- A. The Clubhouse is available to Unit Owners and/or their tenants only. Interested parties must be in good standing and current with all dues and assessments.
- B. All Owners must agree to and sign all terms and conditions for Clubhouse rental prior to rental. All fees and deposits are due at the time the Contract is signed.
- C. The Clubhouse rental fee is \$ 50.00 and is NON-refundable. Cancellation must be made no less than 48 hours in advance in order for fee to be refundable. A deposit of \$250.00 will be required in order to rent the Clubhouse and refunded contingent upon the clean up and delivery of the Clubhouse final walk-through. Any damage or necessary cleaning will be the responsibility of the clubhouse rental party.
- D. Clubhouse rental is available by contacting the Managing Agent. A request is not a guarantee of rental. It is recommended that potential renters have two dates in mind for their event.

### **XIV. POOL AND HOT-TUB**

- A. The pool and hot-tub are limited to the Residents and Homeowners of River Rock. A Resident or Owner must accompany all visitors at all times.
- B. No one under the age of 16 is permitted without the on-site supervision of a parent or guardian.
- C. No lifeguard is on duty and swimming or any other activity associated with the pool and hot-tub area is at the risk of those using these facilities.
- D. Pets are strictly prohibited within the confines of the gated area of the pool and hot tub.
- E. No glass containers are permitted within the gated pool area.
- F. Patio furniture must remain within the gated pool area and may not be played on or used as toys.
- G. Do not use the hot-tub covers as flotation devises, repairs and replacement due to any damage caused will be at the expense of the violator, parent, or guardian of the person seen doing so.

### **XV. TRASH DUMPSTERS**

- A. It is not permissible to dump any loose or untied bags of trash or garbage in the dumpster area at any time. To do so not only creates a fire hazard, but is also very unsanitary, attracts insects and rodents, and is unsightly.

- B. Items that are too large to be sacked and disposed of such as large items, furniture, appliances ( i.e. refrigerators, dishwashers, washers or dryers), Christmas trees, etc., must not be placed in the dumpsters. They are for trash and garbage only. Arrangements must be made by the Owner for the pick-up and disposal of appliances and other large items, at the Owner's expense. Any resident found disposing of these large items shall be fined and bear all costs incurred to remove items.
- C. There shall be NO littering on the common property.
- D. No hazardous or toxic materials including but not limited to, automotive oil, gas, anti-freeze, explosive chemicals, or oil-based paint may be thrown into the dumpsters. . Disposal of such materials **is prohibited by Colorado Law** and must be disposed of in their proper receptacles or locations. Improper disposal of these or any other hazardous materials is prosecutable and will result in a fine and possible jail time as issued by Arapahoe County Sheriff's Office. The Unit Owner will reimburse any and all fines assessed to River Rock Association for the violation, as well as attorneys' fees, and all applicable repairs to damage

## **XVI. PETS**

- A. It is required that all homeowners register their outdoor pets with the Managing Agent. Registration is to be made in writing to the Managing Agent and must include a description of the animal, rabies tag number and Arapahoe County license number. Owners of unregistered pets are subject to fines per Schedule A.
- B. The lower greenbelt between Buildings 5, 9, 2 and 3 is designated an "off leash" area. This is the ONLY area within the complex where pets are to be allowed off leash. Per Arapahoe County Animal Control Guidelines, while in the off leash area, animals must be within 40 feet of and immediately responsive to a voice command of the owner or representative. Pet owners are responsible for cleaning up after their pets in this and all common areas.
- C. It is the responsibility of Pet Owners to clean up after their pets while within the confines of River Rock. Waste bags have been provided throughout the community. All pet waste must be immediately disposed of in the proper receptacles. Pet waste is not to be placed outside a unit owner's home. Fines will be levied against homeowners not immediately cleaning up after their pets.

## **XVII. RULES FOR LEASING UNITS**

- A. Leasing of units for less than 6 months is not permitted.
- B. There are procedures for and restrictions regarding the leasing of Units. All Owners and their Tenants must follow restrictions as set forth in the Declaration.
- C. There shall be no more people residing in a unit than there are permitted by applicable zoning ordinances (2 per bedroom, not including what is to be considered a den).
- D. All leases shall be maintained on file. Owners must provide the names, business address, and telephone number of all tenants as well as Owners' contact information to the managing agent.

## **XVIII. GENERAL AND MISCELLANEOUS**

- A. Garments, rugs, or other items may not be hung over balcony railings or walls at any time, nor may they be seen from any common areas.
- B. Except as may be specifically authorized elsewhere in these Rules and Regulations, Cunningham Fire District, or the other governing documents, the only permissible items on balconies are furniture, planters, plants, and gas or electric grills (**Charcoal Grills are strictly prohibited for use on all patios and balconies**). Appliances such as, but not limited to, refrigerators, freezers, washing machines, or dryers are not permitted on patios or balconies.
- C. The common sidewalks, driveways, entrances, hallways, and stairways shall not be obstructed in any way.
- D. Bicycling, roller-blading, etc. is NOT permitted in or around the Buildings or other common areas (including driveways and sidewalks) except to leave the Property.
- E. **No fireworks, firecrackers, firearms may be discharged or fired from Property AT ANY TIME.**
- F. Residents are in all cases responsible for any and all infractions of these rules and regulations and the other governing documents committed by themselves and their families, guests, invitees, tenants and licensees. Owners are responsible for any and all infractions committed by their tenants and the guests, invitees, and licensees of their tenants. Residents are responsible for the behavior of any children living with them or visiting them. All fines shall be the responsibility of the Owner.

## **XIX. GENERAL DISCLAIMER**

Any instances within these rules and regulations which conflict with the Declarations and Covenants, the Declarations and Covenants shall be the governing documents.

### **Schedule A. FEES, FINES AND ASSESSMENTS**

Any infraction of any of the above Rules and Regulations are subject to but not limited to the following fine schedule:

- **1<sup>st</sup> Violation - Warning**
- **2<sup>nd</sup> Violation - \$50.00**
- **3<sup>rd</sup> Violation and subsequent violations - fine is double preceding fine.**

Exceptions to these fines shall be any violation of Local, County, State, Federal or other governing entity by which an automatic fine of \$500.00 shall be assessed as well as any and all attorney's fees, court costs, collection fees and any other applicable monies as applied by these governing bodies. Examples of such offenses shall include but not be limited to tampering, removing, or otherwise altering any fire alarms, sprinklers, etc.).

## LOCAL NUMBERS TO KNOW

- EMERGENCY - 911
- POLICE -Non-Emergency - 303-795-4711
- FIRE DEPT. - Non-Emergency - 303-755-9202
- Management Company - 303-755-1241 (Karen S. Harris)
- Maintenance Emergency - call Management Co.
- Xcel Energy - 303-623-1234
- Qwest Communication - 800-244-1111
- AT&T Cable - 800-222-0300
- Cherry Creek Water - call Management Co.
- Landscape Emergency - call Management Co.
- Pool/Hot-tub Emergency - call Management Co.

### Other:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_