

TOWERS AT CHEESMAN PARK

RULES AND REGULATIONS

Amended February/2005

1. BUILDING SECURITY

- a. Towers at Cheesman Park is a limited access building. Everyone in the building is responsible and dependent on each other for security.
- b. Application may be made to Management for the issue of individual access codes.
- c. The exterior doors are to remain closed and locked at all times. No action shall be taken to prop any door open.
- d. The garage doors shall be allowed to close promptly after each entry or exit. No action shall be taken to force the garage doors to stay open or closed. In order to guard against unauthorized persons gaining entry to the garage or to the building it is the responsibility of every resident leaving or entering the garage to watch the automatic door close.
- e. Residents are not to grant entry to any persons not known to them. No one may enter an already released security door unless known to the person releasing the door or to Management. Friends of residents, delivery personnel, etc., must be instructed to call the party they wish to see in order to gain entry. **There will be no exceptions to this rule.**
- f. Residents must recognize anyone who telephones on the intercom for access prior to releasing the security door to the caller.
- g. Management will admit no one to the building other than a resident unless prior written authorization has been received. Housekeepers and other persons requiring periodic admittance must be provided access by the resident or the resident must pre-arrange access in writing.
- h. Residents are urged to use caution and discretion in issuing keys to contractors, realtors, etc.
- i. Residents shall provide security and access for gatherings. Security and access will be deemed to be appropriate if there is someone at the security door to open and monitoring those entering.
- j. The Association may retain a pass key to each unit, and no resident shall alter or permit the alteration of any lock or permit the installation of any new lock on any entry door of such resident's unit without the prior written consent of the Association. If such consent is given, the requesting resident shall forthwith deliver to the Association a key that opens such altered or new lock.
- k. When access to a unit is required, at least twenty-four hours prior notice shall be provided to the owner of the unit (whose responsibility it is to notify occupants of the unit if other than the owner), except when said owner has no objection to earlier entry and **except in the case of an emergency.** In the case of a leak, flood, fire or medical emergency, or the reasonable belief that such an emergency exists, Management will access the unit without notice and if no key is available by forcing the door if necessary.
- l. Failure to provide a pass key for emergency access constitutes the resident's acceptance of liability for all damages caused by Management's/Association's inability to enter to mitigate damage and make needed repairs.

2. COMMON AREAS

- a. Common areas include all driveways, elevators, entrances, garages, exterior parking lot, maintenance areas, exterior patio and landscaping, exercise room, sauna, hot tub, laundry area, party room, game room, passageways, sidewalks, stairways, and storage areas associated with the building.
- b. Common areas shall not be obstructed or used by any resident for any purpose other than intended.

- c. No articles shall be placed on or in any of the common areas except for those articles of personal property that are the common property of all of the owners (this does not apply to the owners storage areas).
- d. Except as may otherwise be provided in the Declaration, no resident shall perform any kind of work or contract for any kind of work to be done on the common areas.
- e. Any damage to the common areas or common property caused by the resident or a member of their family, or their respective guests, shall be repaired at the expense of that resident
- g. Public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress or egress. No obstructions will be permitted, in compliance with Denver Fire Department ordinance (see attachment). Children shall not play in public halls, stairways, elevators, or on the roof, and must be under adult supervision at all times while in the building. No trash, bicycles, grocery carts, firewood, or other such obstructive items shall be allowed to stand in the public halls, passageways or other areas of the building.
- h. The Association urges each owner to report promptly to Management any item needing attention or care.

3. SMOKING

- a. There is to be no smoking in the common areas.
- b. Any damage from smoking is the responsibility of the resident that caused the damage.
- c. Any damage from smoking that is caused by a residents guest is the responsibility of the resident whose guest causes the damage.

4. PARKING GARAGES

- a. Guests may not park in the garage except in spaces owned by their host. No recreational or other vehicle that interferes with parking or impedes normal garage traffic may be parked in the garage or on the parking deck. Items such as firewood, tires, boxes, etc., are not to be stored in the garage. The Association assumes no responsibility for damage to automobiles parked in designated garage spaces.
- b. The parking garage is the property of the Association. Individual parking spaces are the property of the unit owners.
- c. The designated numbers are not to be altered in any way.
- d. No resident may park in a space other than his or her own parking space or spaces.
- e. No resident may park against the walls or in any area not expressly designated for parking.
- f. No resident may authorize or otherwise suggest that anyone else may park in any space other than their own. Illegally parked cars may be towed at the vehicle owner's expense.
- g. Any resident who finds an unauthorized vehicle in their parking space may call the designated towing company (company name and phone #) to have that vehicle immediately towed, at the vehicle owner's expense.
- h. No washing, repair, rebuilding, refurbishing, or oil change of vehicles is permitted anywhere in the garage or on the parking deck. This does not apply to minor emergency care, for example, changing flat tires, washer fluid, emergency car startup, etc.
 - i. No objects or debris are to be thrown from the parking deck or garage.
 - j. No personal property may be stored on the parking deck or garage.

5. PROCEDURES FOR MOVE IN/ MOVE OUTS AND CONTRACTORS

- These provisions apply to both move ins and move outs as well as to the movement of any large load (for example, construction material).
- a. The elevator must be reserved with the on-site management a minimum of 48 hours in advance.
 - b. The resident or contractor must deposit a \$200 cleaning/damage deposit, payable to Towers at Cheesman Park Condominium Association. This check must be submitted at least 48 hours in advance of the scheduled move.
 - c. The resident or contractor will have exclusive use of the freight elevator during the agreed time.
 - d. Residents must give notice of move to on site manager 48 hours prior to move. The resident and management will conduct a pre- and post-move inspection just prior to and

immediately after the move. The resident of the unit is liable for all repair and cleaning costs resulting from the move. A \$150.00 refundable check plus a \$50.00 non refundable check (retained for clean-up) will be given to the on site manager prior to move in/out. The check for \$150.00 deposit will be returned within seven working days after completion of the move and return of elevator key and elevator pads. If cleanup services must be provided by the Association, costs shall be assessed at the rate of \$60 per hour. If costs exceed the deposit amount, said costs will be documented and assessed to the resident. Lost keys will be charged at \$40 each.

- e. Residents that move in/out will arrange with the on-site management for the elevator key between 9:00 a.m. and 2:00 p.m. Monday through Saturday, prior to move. On-site manager will leave the pads in an accessible location. It is the resident's responsibility to install elevator pads and return the key and pads promptly at the completion of the move.
- f. The on-site manager(s) should be notified when the move is complete.
- g. One move in per day can be booked; this is the discretion of the on-site manager.
- h. All moves shall be scheduled between the hours of 9:00 a.m. and 4:30 p.m., Monday through Saturday. No Sunday moves.
- i. All moves will be made through the basement/garage.
- j. Keys to elevator must be signed out between 9:00 a.m. and 3:30 p.m., Monday through Saturday, prior to move.
- k. The South elevator is designated as the freight elevator and should be used for moving in and out of building.

6. ELEVATORS

City ordinance requires no smoking be permitted in the elevators (see attached). It is prohibited to tamper with the equipment located inside the elevator, such as telephone, alarm, lighting and heating units. Elevators may not be held at a floor for loading or unloading except under supervision and with consent of managers. Children are prohibited from playing or loitering in elevators. When an elevator arrives at your floor please release it for the convenience of others if you are not ready to use it.

7.SPA / SAUNA / PATIO

- a. The spa, sauna, and patio are for the use of residents only and a reasonable number of guests.
- b. The spa, sauna, and patio are open twenty-four hours per day, subject to the Quiet Time rule outlined herein.
- c. All persons shall use the spa and sauna at their own risk. Residents are solely responsible for themselves, their families, and their guests. The Association and its Management Company assume no responsibility for any accident or injury occurring or sustained in connection with the use of the spa area.
- d. Do not activate generators until ready to use. Prolonged use of these facilities can be harmful.
- e. Pets are not allowed in or around the spa or sauna.
- f. No glass containers are allowed in or around the spa or sauna.
- g. No food is allowed in or around the spa or sauna.
- h. Persons under 14 years of age must be accompanied by an adult in the spa or sauna. For safety reasons, residents and guests under age 8 are not permitted to use the spa or sauna.
- i. Only appropriate swimwear is allowed in the spa (no cutoffs, etc.).
- j. The Association shall not be liable for personal items left unattended in or around the spa, sauna, or patio.
- k. No running, jumping, horse play, pushing, spitting, splashing, etc., is allowed in or around the spa.
- l. No individual or group of individuals may prohibit any other user from the legitimate use of the spa, sauna, or patio. No games are permitted in the spa or sauna.
- m. All persons using the spa, sauna, and patio shall be responsible for cleaning up after themselves.

- n. If a resident would like to use the hot tub after hours, a key can be checked out with the on-site manager. The key must be returned to the on-site manager the next day or at a time that is agreeable or a \$40.00 fine will be assessed.

8. EXERCISE ROOM

- a. The exercise room is for the use of residents only and a reasonable number of guests.
- b. The exercise room is open twenty-four hours per day, subject to the Quiet Time rule outlined herein.
- c. All persons shall use the exercise room at their own risk. Residents are solely responsible for themselves, their families, and their guests. The Association and its Management Company assume no responsibility for any accident or injury occurring or sustained in connection with the use of the exercise room and equipment.
- d. Pets are not allowed in the exercise room.
- e. No food is allowed in the exercise room except for beverages contained in sports bottles.
- f. For safety reasons, residents and guests under age 14 are not permitted in the exercise room without an adult.
- g. The Association shall not be liable for personal items left unattended in the exercise room.
- h. No running, jumping, horseplay, pushing, etc., is allowed in the exercise room.
- i. No individual or group of individuals may prohibit any other user from the legitimate use of the exercise room. No games or activities are permitted in the exercise room that would deprive or prevent any part of the exercise room from being used by all residents.

All persons using the exercise room shall be responsible for cleaning up after themselves.

9. BULLETIN BOARD

- a. A bulletin board (located in the game room) is provided for general notices.
- b. Inappropriate notices and flyers will be removed by the Management Company without notice.
- c. Commercial notices must be approved by the Management Company.
- d. Only Association notices may be posted in the elevator, entry, hallways, or any other of the common areas.

10. PETS

- a. No livestock, poultry, or animals other than household pets may be kept
- b. Pets shall weigh no more than 75 pounds.
- c. Pets on or in the common areas must be carried or be on a leash in accordance with Denver City Ordinances.
- d. **No pet will be permitted in the party room, spa or sauna, or back yard at any time.**
- e. No pet may be leashed or confined to any stationary object or common area.
- f. No pet may be housed or be allowed to eliminate on balconies,
- g. No pet may use the common areas (including sidewalks, patio or back yard) for waste elimination.

The owner of the pet is responsible for IMMEDIATELY cleaning, including sanitation, of the area used by the pet. The owner will also be responsible for the cost of any resultant damage to the common areas, i.e. sod or plant replacement, power wash of concrete or asphalt, repaint or wallpaper, etc.

- h. It is the responsibility of the pet owner to IMMEDIATELY and properly dispose of solid waste elimination by the pet on any public or city property in accordance with Denver City Ordinances (see attached).
- i. Unleashed or unattended animals may be confined and turned over to the appropriate shelter or Authority by Management without notice or liability.
- j. Pet owners and/or the related unit owner will be held responsible and liable for any property damage, injury to persons or other pets, or disturbance that their pet(s) have caused or inflicted.
- k. There is to be a limit of 2 dogs per unit.

Current residents with pets prior to September 30, 2001 are grandfathered in and are excepted from this rule.

11. NOISE

- a. Residents shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios (including car radios), stereos, television sets, amplifiers, and any other instruments or devices in such manner as may disturb or tend to disturb residents of other units. Any persons experiencing any disturbances shall report the incident in writing to Management unless the disturbance is severe. If the disturbance is severe, the resident should first contact the Police to resolve the immediate problem. After then the incident should be reported to Management in writing for further resolution.
- b. The following activities are prohibited between the hours of 8:00 p.m. and 8:00 a.m. weekdays, and 9:00 p.m. and 10:00 a.m. weekends:
 - Any type of construction,
 - Moving of large household items, and
 - Use of the common areas so as to create a disturbance.

12. BALCONIES

- a. Balconies shall be maintained in such a condition as not to appear unsightly from the street. No flower pots, cleaning articles, rugs, etc., shall be placed on balcony ledges.
- b. Balconies shall be used only for purposes intended and shall not be used for hanging garments, or other articles, or for cleaning rugs, household articles, or other items.
- c. Flower pots or planters may not be hung outside the balcony.
- d. In accordance with the Denver Fire Code, no rugs, wood, or any other combustible materials shall be placed on the floor of the balconies.
- e. Balconies shall not be used for storage of any kind.
- f. Bicycles may not be kept on the balcony.
- g. No objects or debris are to be thrown from any balcony.
- h. No pets may be kept on the balcony. Pets are not allowed to eliminate on the balcony.
- i. Cooking on or beneath the balconies is a potential fire hazard. Any resulting damages are the responsibility of the resident. Only gas or electric grills are allowed on the balcony. Gas grills may only have 1 lb. bottles (see code).

13. EXTERIOR WINDOWS

- a. No changes are permitted to the windows or window frames on the exterior of the building.
- b. No objects or debris are to be thrown out of any exterior window.
- c. The portions of any window coverings or window treatments that are visible from the exterior of the building shall be white or beige, or such other color as may be approved by the Association.

14. SIGNS AND ADVERTISEMENT

- a. No "For Sale" or "For Rent" signs, posters or any other type of advertising sign may be posted outside or inside the condominium building, except one sign posted on the inside of a unit window.
- b. No advertisement, sign, artwork, 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 approval of the Board.

15. SOLICITATION

- a. Selling products, collecting for charities, campaigning for political parties or solicitation of any kind is prohibited.

16. OPEN HOUSE

- a. 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 cards and keys.
- b. If a resident has contracted to allow a company to access their unit for the purpose of filming, an elevator and common area usage fee must be paid before filming commences. Filming crews are not allowed to prop open common area entry doors or to impede the

egress and ingress of other building residents and guests. Workers Compensation and Liability coverage is required to be presented to the Management Company.

17. LEASED UNITS

- a. Owners wishing to lease units must notify the Management company of their intent to lease and provide a forwarding address and telephone number where said Owner can be reached. The Owner shall also provide names and telephone numbers of tenants and a copy of the current lease. The Governing Documents and Rules and Regulations shall be made a part of all leases.
- b. Each unit leased shall be for a period of time not less than six (6) months.
- c. Leasing of a unit for business purposes shall not be permitted.
- d. There shall be no more people residing in the unit than would normally be allowed by applicable local zoning ordinances (see attachment).
- e. Any non-owner residing in any unit shall be subject to these Rules and Regulations including all rights and liabilities contained herein. Any fines incurred by a non-owner of the unit shall be chargeable directly to the unit owner and shall be added to become due and owing with the regularly scheduled Association payment.
- f. Each owner shall be responsible for distribution of these Rules and Regulations to all tenants occupying said unit owner's unit.
- g. A copy of the lease must be submitted to the Home Owner's Association for review of compliance with Rules and Regulations 30 days prior to move in.

18. CONSTRUCTION

- a. Except as may otherwise be approved by the Board of Directors or as may be permitted by the Declaration, no resident of a residential unit shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antenna, machines, or air conditioning units be installed on the exterior of the condominium building or protrude through the walls or the roof.
- b. No resident shall contract for any plumbing, electrical, or mechanical repairs to their unit, or allow any plumber, electrician, or other contractor to make any such repairs to their unit or the common area, unless such plumber, electrician, or contractor has been approved for such work in writing by the Association.
- c. Any penetration of the "envelope" of your unit (for example, cutting a hole in the flooring, ceiling, common, or exterior walls, to facilitate a plumbing change or other modification) must first be approved by the Board of Directors. As part of the approval process, you may be asked to sign documents indemnifying the Association for any damages that might be caused by your work, and to mitigate potential inconvenience to your neighbors.
- d. To insure that the common areas are maintained during construction, the resident shall be required to post a \$1,000 deposit with the Association any time work requiring a building permit is commenced. The deposit in no way limits the potential liability of the resident. If the deposit is depleted, the deposit amount must be brought up to the original amount before construction can continue. If the deposit is not replenished, then work must stop. It is very important that everyone understands that owners are solely responsible for the conduct of workers, contractors, etc. working on their units.
- e. All contractors working on the premises must give a certificate of insurance coverage to the management company prior to the commencement of any work. Said certificate of insurance coverage must name the Association and the management company as co insured. Workers Compensation and Liability coverage are required to be presented to the management company.
- f. Contractors must use a padded elevator, and do so only during the time period of Monday through Friday, 8:00 a.m. through 8:00 p.m., and never on a holiday or weekend.
- g. All city and county requirements for construction must be met. The proper licenses and permits must be obtained and posted.
- h. Any work which requires shutting off the water, electricity, or any other utility service must be called in to the management company at least 72 hours in advance, unless it is an emergency.

19. TRASH

- a. Trash must be placed in the trash containers on the main floor.

- b. Trash must be enclosed in a tightly sealed plastic bag.
- c. Moving boxes must be broken down and placed inside or beside the containers on each floor.
- d. Use of other properties' dumpster constitutes theft of service and you may be charged.
- e. Debris will not be swept or carried out of units and left in the common areas.
- f. Construction debris must be removed by the contractor and NOT placed in the Association's dumpster. Large items require a special pickup. Please contact the Management Company to schedule a large item pickup. Any cost associated with a special pickup will be the responsibility of the resident.

20. WASHER AND DRYER

- a. The Association has reserved one washer and one dryer for pet owners to use for blankets, towels, etc. Washer and dryer are both identified in the laundry room.

21. VIOLATIONS

- a. Report of violations of the above Rules and Regulations must be made to the current Management Company in writing.

22. PENALTIES & FINES (Governance Policies)

- a. Penalty for Late Payment of Assessment: Commencing with the monthly installment of the annual assessment due October 1, 2000, and continuing thereafter until changed, any such installment not received by the Association in the place designated by the Association on the 10th day of the calendar month in which same becomes due will be subject to a late charge of \$20.00 per month or any part thereof. Further, an additional late charge in the amount of \$20.00 would be due and payable for each calendar month thereafter, applied as aforesaid, until said installment is received by the Association.
- b. Owner to Owner Disputes: Any owner to owner disputes which the Board of Directors finds not in violation of the Rules, By Laws or Declarations must be settled by the owners themselves.
- c. Covenant Violations:
 - i) Unless a fine is specified for a particular violation, the fine schedule for violations of these Rules and Regulations is as follows:
 - First Occurrence: Written notice of the violation.
 - Second Occurrence: Written notice of the violation and a \$250.00 fine.
 - Third Occurrence: Written notice of the violation and a \$500.00 fine.
 - Thereafter. There will be a \$1,000.00 fine for each offense of the rule thereafter.
 - ii) All fines shall be due and payable immediately upon the decision of the Board of Directors at a hearing held at the fined owner's request or should no hearing be requested, upon notice of such fine.
 - iii) The Association shall be entitled to take such action and perform such work as specified in these Rules and Regulations or as otherwise permitted or required by law prior to, or in the absence of, or during any hearing held pursuant to these Rules and Regulations.
 - iv) If any fine/penalty assessment is not paid within ten (10) days after the due date, an interest charge of twenty-one percent (21%) shall be invoked, plus a \$10 per month late charge.
 - v) The owner(s) of each unit shall be personally, jointly, and severally liable for all levied fines/penalty assessments. In the even of said fine/penalty is not paid within ten (10) days, the Association may thereafter commence an action at law, or inequity, or both, against any owner personally obligated to pay the same, for recovery of said assessment plus late penalties as aforesaid.

All owners and renters should feel the responsibility to report any infractions to our property management company. This will help promote a safe, clean and healthy environment for all residents.