

# CHEESMAN ON THE PARK CONDOMINIUMS

## RULES AND REGULATIONS

### 1. BUILDING SECURITY

- A. Residents are urged to use caution and discretion in issuing keys to contractors, realtors, etc.
- B. Residents shall provide security and access for gatherings. Security and access will be deemed appropriate by Board of Directors
- C. The Association may retain a pass key to each unit, and for safety it is recommended that duplicate keys be made for the Home Owner's Association in case of an emergency.
- D. 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 reasonable belief that such an emergency exists, management will access the unit without notice, and if no key is available by forcing entry if necessary.
- E. Failure to provide a key for emergency access constitutes the resident's acceptance of liability for all damages caused by Management's, or Association's inability to enter to mitigate damage, and make needed repairs.

### 2. COMMON AREAS

- A. Common areas include all driveways, entrances, exterior parking lot, maintenance areas, exterior patio, landscaping, 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 is the common property of all of the owners.
- 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.
- F. Bicycles may not be left in common areas.
- G. Stairways of the building shall not be obstructed or used other than ingress, or egress. No obstructions will be permitted, in compliance with the Denver Fire Department ordinance. Children shall not play on public stairways, or on the roof, and must be under adult supervision while on common area grounds. No trash, bicycles, grocery carts, firewood, or other such obstructive items shall be allowed to stand in the common areas shared by all unit owners.

### 3. PARKING SPACES

- A. Guests may not park in deeded spaces, except in spaces owned by their host. No recreational or other vehicle that interferes with parking or impedes normal traffic flow may be parked on the premises. Items such as firewood, boxes, tires, etc. are not to be stored in parking spaces. The Association assumes no responsibility for damage to automobiles parked in designated spaces.
- B. 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 of 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 his or her own space. 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 to have that vehicle immediately towed, at the vehicle owner's expense.
- H. No washing, repair, rebuilding, refurbishing, or oil changes of vehicles is permitted anywhere in parking spaces. 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 cars on parking spaces.
- J. No personal property may be stored on the parking spaces.

#### **4. PETS**

- A. No livestock, poultry, or animals other than household pets may be kept.
- B. The total weight limit of the pet or pets shall not exceed a total of 50 pounds.
- C. Pets on or in the common areas must be carried or be on a leash in accordance with the Denver Ordinances.
- D. No pet may be leashed or confined to any stationary object or common area.
- E. No pet may be housed or be allowed to eliminate on balconies.
- F. No pet may use the common areas (including sidewalks and patios) for waste elimination. The owner of the pet is responsible for IMMEDIATELY cleaning any spoiling caused by the pet as well as for the cost of any resultant damage to the common areas. I.e. Sod or plant replacement, power wash of concrete, or asphalt, repainting, etc.
- G. It is the responsibility of the pet owner to IMMEDIATELY and properly dispose of solid waste elimination by the pet on any public of City property in accordance with Denver Ordinances
- H. Unleashed or unattended animals may be confined and turned over to the appropriate shelter or Authority by Management without notice or liability.
- I. 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 disturbances that their pet(s) have caused or inflicted

#### **5. 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 disturbances shall report the incident in writing to Management unless the disturbance is severe. If the disturbance is server, the resident should first contact the Police to resolve the immediate problem, and then report the incident to Management in writing for further resolution.
- B. The following activities are prohibited between the hours of 8:00p.m. and 8:00 a.m. weekdays, and 9:00 p.m. and 10:00 a.m. weekends:
  - Any typed of construction
  - Moving of large household items
  - Use of the common areas so as to create disturbance

#### **6. BALCONIES & PATIOS**

- A. Balconies and patios shall be maintained in such a condition as not to appear unsightly from the street.

- B. Balconies and patios 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. Balconies and patios shall not be used for storage of any kind.
- D. Bicycles may be kept on balconies and patios if not obstructive to the stairways
- E. No objects, or debris are to be thrown from any balcony or patio
- F. No pets may be kept of the balcony or patios.

#### **7. 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 Association shall approve the portions of any window coverings or window treatments that are visible from the exterior of the building.

#### **8. SIGNS & 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.

#### **9. SOLICITATION**

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

#### **10. LEASED UNITS**

- A. Owners wishing to lease units must notify the Management Company of their intent to lease and provide forwarding address and telephone number where said Owner can be reached. The Owner shall also provide name and telephone numbers of tenants and 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.
- 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.

#### **11. 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 wall 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. All city and county requirements for construction must be met. The proper Licenses and permits must be obtained and posted.
- G. 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.

## **12. TRASH**

- A. Trash must be placed in the trash containers in designated areas.
- 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.

## **13. PROCEDURES FOR MOVES IN AND OUTS**

- A. All moves shall be scheduled between the hours of 8:00 a.m. and 8:00 p.m.

## **14. VIOLATIONS**

- A. Reports of violation of the above Rules and Regulations must be made to Management Company in writing and signed by the owner or tenant.
- B. Any violations that break Civil, County, State or Federal Codes should be reported to the Denver Police Department.

## **15. PENALTIES/FINES**

- A. Penalty for Late Payment of Assessment: Commencing with the monthly installment of the annual assessment due, and continuing thereafter until changed, any such installment not received by the Association in the place designated by the Association

on the 10<sup>th</sup> day of the calendar month in which same because due shall be subject to an 18% late charge. Further, an additional late charge 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 Declaration must be settled by the owner themselves

C. FINES:

1. Unless a fine is specified for a particular violation the fine schedule for violations of these Rules and Regulations is as follows:
  - 1<sup>st</sup> Occurrence: Written notice of the violation
  - 2<sup>nd</sup> Occurrence: Written notice of the violation and a \$250.00 fine
  - 3<sup>rd</sup> 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 rules thereafter
2. 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.
3. 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 during any hearing held pursuant to these Rules and Regulations.
4. If any fine/penalty assessment is not paid within ten (10) days after the due date, and interest charge of twenty-one percent (21%) shall be invoked, plus a \$10.00 per month late charge.
5. The Owner(s) of each unit shall be personally, jointly, and severally liable for all levied fines/penalty assessments. In the event of said fine/penalty is not paid within ten (10) days, the Association may thereafter commence and 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. The owner or tenant is liable for all legal costs and attorney's fees associated which must be taken.