

**RULES AND REGULATIONS  
FOR  
GAYLORD MANOR HOMEOWNERS ASSOCIATION, INC.**

These Rules and Regulations ("Rules") are adopted by the board of directors ("Board") of the Gaylord Manor Homeowners Association, Inc., a Colorado nonprofit corporation ("Association"), pursuant to the authority set forth in Section 6 of the Declaration of Condominium for Gaylord Manor Condominiums, recorded in the real property records of the Clerk and Recorder of the City and County of Denver, Colorado ("Declaration").

**RECITALS**

WHEREAS, Section 6.1 of the Declaration authorizes the Board to adopt rules and regulations to govern the affairs of the Association; and

WHEREAS, pursuant to the authority vested in the Board by the Declaration, the Board has promulgated the following Rules for the purpose of protecting and enhancing the rights and interests of the Members of the Association who are the Owners of the Condominium Units, and to preserve the property value of the Project subject to the Declaration.

NOW, THEREFORE, the Board hereby establishes, makes and adopts the following Rules of the Association.

**ARTICLE 1  
DEFINITIONS**

All capitalized terms herein shall have the meaning provided in the Declaration, unless otherwise defined herein.

The use of the word "Owner" herein shall also apply to and include any person who is permitted to be on the Project by an Owner, including, but not limited to, an Owner's customers, family, guests, invitees, tenants, visitors and independent contractors.

**ARTICLE 2  
USE RESTRICTIONS**

2.1 Use of Condominium Unit and Project. Subject to the provisions of the Declaration and the Bylaws, no part of the Project shall be used for any purpose other than housing and the related common purposes for which the Project was designed with respect to the Condominium Units. Each Dwelling Unit shall be used as a residence for a single family or such other uses permitted by the Declaration or by these Rules, and for no other purpose. No Condominium Unit or other portion of the Project may be used for any purpose which is unlawful or which fails to comply with rules and regulations which the Board may enact from time to time or which

constitutes a nuisance or disrupts the reasonable use and enjoyment of the Property by other Owners.

## 2.2 General Use Restrictions.

a. No Owner shall operate any machines, appliances, electronic devices, accessories or equipment in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or cause any damage to or overloading of any mechanical, electrical, plumbing, or any other system serving the Project. There will be no loud noises or playing of musical instruments, radios, stereos, televisions, etc. in such a manner so as to disturb other Owners. Volumes shall be appropriate between the hours of 10:00 p.m. and 8:00 a.m., and at all other times, as determined by the Board.

b. Each Owner shall maintain their Condominium Unit in good condition and in good order and repair, at the Owner's expense, and shall not do or allow to be done in their Condominium Unit or on the Common Elements anything which may increase the cost or cause the cancellation of insurance on other Condominium Units or on the Common Elements, or increase any risk of loss to said Condominium Units or the Common Elements.

2.3 Pets. No animals of any kind, including, but not limited to, dogs, cats, livestock, poultry, lizards, snakes, and birds, shall be kept, maintained or raised within the Project, including the Condominium Units, except as follows:

a. No more than a total of two (2) personal household pets may be kept and raised within any Dwelling Unit. The Board may prohibit keeping within a Dwelling Unit certain breeds or kinds of dogs, cats and birds, and other pets, restrict the size of such pets, and impose conditions and restrictions upon keeping such pets, based upon a specific determination that such type or size of pet or that more than one (1) of a particular type of pet may constitute a safety concern or nuisance to other Owners.

b. No animal of any kind may be kept, raised, bred or boarded for commercial purposes within any Condominium Unit.

c. All Owners shall immediately clean up after their pets and dispose of their pets' refuse in a suitable container as defined from time to time by the Board.

d. Pets shall not be allowed to damage grass, shrubs, trees or any other portion of the Project or to become a nuisance or annoyance to others. Expenses and costs incurred by the Association as a result of damage caused by any pet shall be reimbursed to the Association by the owner of the pet responsible for causing the damage.

e. Pets shall not be allowed outside of an Owner's Dwelling Unit unless restrained by a suitable leash or enclosure and under the direct control of the pet's owner.

f. Pets shall not be leashed, chained or tethered to any building, stake, sprinkler, fence, tree or other improvement or landscaping contained within the Project or the Common Elements or otherwise left unattended.

g. Owners agree to comply with:

- i. Current inoculations of pets as required by applicable Department of Health guidelines; and
- ii. All other applicable governmental laws and regulations pertaining to keeping, maintaining or raising a pet.

2.4 Signs. Except to the extent in conflict with applicable law, and except for rights reserved to Declarant pursuant to Section 4.5 and Article 15 of the Declaration, no signs or advertising devices of any nature shall be displayed, hung, stored or used on any part of the Project, including outside of any Condominium Unit, within any Condominium Unit in such a manner as to be visible from any location outside of such Condominium Unit, or in any hallways or elsewhere on the Project, without the prior written permission of the Board.

Any signs not in conformance with the foregoing restrictions may be removed by or on behalf of the Association or Declarant and any damage caused by the placement and removal of such non-conforming sign shall be paid for by the Owner responsible for the placement of such sign.

Should an Owner wish to advertise their Condominium Unit for sale or lease, such Owner shall notify the Manager (or Association president if there is no Manager) who shall be responsible for placing one sign upon the Common Elements in a designated location set by the Board advising potential purchasers or tenants to contact their real estate broker regarding the sale or rental of a Condominium Unit at the Project.

2.5 Trash.

a. No Owner shall sweep or throw any debris onto the Common Elements. Owners shall keep all Common Elements free from trash. Disposition of garbage and trash shall be by the use of common trash facilities in strict accordance with these Rules and also with any statute, ordinance or governmental regulation. Trash receptacles shall not be used for the disposal of hazardous waste or large items such as, but not limited to, building materials and large quantities of landscape materials, furniture, appliances or hot water heaters. Removal of these items from the Property is the responsibility of the applicable Owner.

b. All walkways shall be clear for emergency traffic and no cars, furniture, bicycles, barbecues, toys or other items of personal property shall be stored, left or parked on a walkway.

c. The Association assumes no liability for any loss or damage to articles left or stored in any Common Element or other area.

2.6 Flammable Substances. No flammable, combustible or explosive fluids, chemicals or substances shall be kept within the Project except those required for normal household use. In no case shall flammable, combustible or explosive fluids, chemicals or substances be stored in exterior patios, decks, yards or the garage. The Association reserves the right to require Owners to remove any contents that the Association believes might constitute a hazard in the Project. Owners agree to remove such contents upon receipt of written notice from the Association.

2.7 Parking.

a. No vehicle may be parked in such a manner as to impede or prevent ready access to any entrance or exit of a building or parking space, nor shall any vehicle be parked on any grass, sidewalks or patios of the Project, block garbage trucks from access to any dumpsters in the Project, or be parked in a fire lane or designated "no parking" area.

b. All vehicles parked at the Project must have current license plates. Inoperative or abandoned vehicles may not be parked on any part of the Project. Vehicles shall be deemed to be abandoned or inoperative if they meet one (1) or more of the following criteria:

- i. The vehicle has a flat tire or other condition rendering it inoperable.
- ii. The vehicle is in an obvious state of disrepair, such as having a missing tire, smashed window, missing or damaged body panel or other parts, or the vehicle is on jacks or blocks.

c. Motorcycles' kickstands must have a block of wood, or some other method to support the stand when in use, so as not to damage the surface beneath.

d. Vehicles in violation of parking regulations are subject to being towed at the owner's expense and or being fined by the Board.

2.8 Occupancy/Leasing.

a. *Occupancy.* No Owner shall permit their Dwelling Unit to be occupied by more than two (2) persons multiplied by the total number of bedrooms in the Dwelling Unit, except that any child under the age of one (1) year shall not count toward the above occupancy limit.

b. *Leasing.* Each Owner shall have the right to lease their Condominium Unit subject to Section 4.2 of the Declaration, including, but not limited to, the requirement that all leases provide that the tenant pay their rent due under the lease to the Association (in which event the Association shall keep any money due the Association for Assessments currently due and shall deliver the remainder to the Condominium Unit Owner). All leases must be in writing and must affirmatively obligate the lessee and all other residents to abide by the provisions of the Association Documents that relate to the use of the Condominium Unit or the Common Elements. The Owner leasing the Condominium Unit shall deliver a copy of the signed lease to the Board within ten (10) days after the lease is executed and prior to occupancy by the tenant. The Association may prohibit a tenant from occupying a Condominium Unit until the lessor-

Owner complies with the leasing requirements prescribed by this Section 2.8(b) and/or other provisions of the Association Documents. A failure by the lessee to comply therewith shall be a default under the lease and shall constitute a violation of the Declaration and/or these Rules by the Owner of such Condominium Unit.

2.9 Household Items. Rugs, clothing or other household items may not be hung from any window, patio, deck, or facade of the buildings. No clothesline of any type shall be allowed which is visible from the Common Elements, the street, or any neighbor's Condominium Unit. Patios and decks are for the storage of standard size outdoor furniture and potted plants only. No boxes or trash may be stored on the patios and decks. In order to provide a uniform appearance from the exterior of the Condominium Units, no Owner shall display, store or use any articles outside the Condominium Unit or which may be visible from the outside of the Condominium Unit (other than draperies, curtains or shades of a customary nature and appearance with a white or off-white exterior in a Dwelling Unit), or paint or decorate or adorn the outside of the Condominium Unit, or install outside the Condominium Unit any canopy or awning or outside radio or television antennae or other equipment, fixtures or items of any kind, without the prior written permission of the Board.

2.10 Fireworks. No fireworks or firearms may be fired or discharged within the Project.

2.11 Wiring: Air Conditioning. No Owner may install exterior wiring for electrical or telephone installation or for any other purpose, nor shall any items, including, but not limited to, television, cable, or radio antennae, furnace or other vent, machines or air conditioning unit vents, be installed on the exterior of the Common Elements or protrude through the walls or the roof of condominium improvements, except as may be authorized in writing by the Board and except as may have existed at the time of the recording of the Declaration.

2.12 Satellite Dish. Owners may install satellite dishes of one meter (39.37") or less and wireless cable antennas one meter or less in diameter or diagonal measurement within their Dwelling Unit and on their Limited Common Element patios and decks; *provided, however*, that such dish or antenna is installed in such a way so as not to protrude unreasonably beyond the patio wall or deck railing. Written notice of the proposed size and location of the dish or antenna shall be given to the Board or the Manager prior to installation. No dish, antenna or related wiring may be installed on or in any portion of the General Common Elements (including the roof and exterior walls of Condominium Units) or Limited Common Elements allocated to more than one (1) Unit without the prior approval of the Board.

2.13 Decks and Patios. Decks and patios are intended for personal recreational use and may not be used for storage or other purposes, except that seasonal furniture and seasonal plants in leakproof containers may be kept on decks and patios in season. No boxes, trash, bicycles, motorized vehicles or tires may be stored on the decks or patios. All unattached items must be secured when not in use so as to avoid being blown off of the buildings by wind. No object of any type may be thrown, dropped or otherwise cast off of the decks or patios. Loud or otherwise disturbing activities on the decks and patios are prohibited. The cost of repairs to a deck, patio or roof caused by an Owner will be assessed against the Owner's Dwelling Unit. Structures or other improvements may not be constructed on a deck or patio unless approved in writing by the

Board (see Alteration Guidelines promulgated pursuant to Article 16 of the Declaration). Routine maintenance of decks and patios is the responsibility of the Owner of the Dwelling Unit served. Other maintenance, repair and replacement will be performed by the Association and the cost assessed against the Dwelling Unit served. No hot tubs or other similar equipment shall be allowed on decks or patios.

In accordance with Section 10-16 of the Denver Revised Municipal Code, no gas-fired grills, charcoal grills, or other similar devices used for cooking, heating, or any other purpose, shall be used on any balcony or under any overhanging portion or within ten (10) feet of the Building; *provided, however*, liquid propane (LP) gas burners having an LP-gas container with a water capacity not greater than two and one-half pounds [nominal one pound LP-gas capacity] are permitted.

2.14 Non-Delegation. Owners may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of an Owner under the Association Documents and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

2.15 Sound and Noises.

a. *General Requirements.*

- i. Stereos, radios, speakers or other sound equipment shall not be placed or operated on any portion of the Common Elements, including, but not limited to, any patio or deck, or otherwise outside of any Dwelling Unit.
- ii. Pianos shall have neoprene pads under the supports to minimize vibration transmission into the structure. Suggested pads should be equal to Mason Industries type BM mounts.
- iii. Resilient pads must be placed under all washing machines and dishwashers in order to avoid transmitting vibration to other Dwelling Units.
- iv. All furniture on hard surfaces shall contain rubber castors, felt pads at the feet, or similar resilient materials.
- v. Floor coverings applied to the Dwelling Unit are required to meet the impact insulation for this Project.
- vi. Wind chimes shall not be placed outside of any Dwelling Unit or any location where they can be heard by other Owners.

b. *Modifications.*

- i. No holes shall be made in the floor ceiling or demising wall assemblies without permission of the Board.

- ii. No modifications to the construction of the Condominium Unit which is in common with another Condominium Unit shall be made by an Owner without the express approval of the Board.
  - iii. No modifications to the construction of the Condominium Unit, including HVAC, plumbing and electrical shall be made by an Owner without the express approval of the Board.
- c. *Cabinets on Demising Walls/Entry Doors.*
- i. Any installation of cabinets or drawers on a demising wall shall also contain a means of controlling the slam of the cabinets or drawers.
  - ii. If the entry door to a Dwelling Unit is replaced, the slam of the door shall be adjusted such that when the door is closed the sound level from the close is not intrusive to other Condominium Units. The Board shall evaluate and determine acceptability for each Dwelling Unit when the entry door is replaced.

d. *Home Theater Systems and Stereo Systems.* In adding or modifying a home theater or audio equipment to a Dwelling Unit, the Owner should be aware that the sound isolation between Condominium Units is limited in acoustical performance and there may be times when systems, like home theaters, can be heard.

Speakers for a home theater or other audio equipment shall not be supported from or penetrate demising walls or Ceilings. The goal of this Section 2.16 (d) is to maintain a level of acoustical privacy intended for the Condominium Units, given the understanding of the variability in power and capability of home theaters and other audio equipment.

e. *Foot-Fall Impact Noise Transmission.* No Owner shall modify the flooring in their Dwelling Unit without the prior written consent of the Board and without first installing acoustical sound matting sufficient to provide an STC rating of fifty-five (55) and providing written evidence that such acoustical sound matting meets the STC rating of fifty-five (55) to the Board. Written evidence shall be a certified test report from the manufacturer/distributor of the sound matting, showing that the specific matting system installed in the as-built floor/ceiling assembly in the Dwelling Unit under modification meets the STC ratings as listed above.

2.16 Crawl Space. No Owner, including, without limitation, the Owner of Dwelling Unit No. 6 (2202 East 14<sup>th</sup>), shall access or use the Crawl Space adjacent to Dwelling Unit No. 6 without the prior written approval of the Board, which approval shall set forth who is allowed access to the Crawl Space, when they are allowed access to the Crawl Space, and for what purpose they are allowed access to the Crawl Space.

**ARTICLE 3**  
**ENFORCEMENT**

3.1 Except for those specified actions set forth in Section 20.3 of the Declaration, and except for the enforcement of Assessments, any complaint which alleges a violation of the covenants or rules contained within the Association Documents shall be made in writing and shall contain substantially the same information as that set forth in the Witness Statement attached hereto as **Exhibit A**. At a minimum, the complaint shall set forth:

- a. The name, Condominium Unit number and phone number of the complaining witness.
- b. The name and Condominium Unit number of the violator.
- c. The specific details or description of the violation, including the date, time and location where the violation occurred.
- d. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any proceedings, hearings or trial which may be necessary.
- e. The signature of the complaining witness and the date on which the complaint is made.

3.2 The Owner shall be notified of the complaint and alleged violation by the Board, the president of the Association or the Manager. If the complaint is based on the conduct of the Owner's tenant, the tenant shall also be notified of the alleged violation. The notification shall be in a manner prescribed by the Board in a form similar to that which is attached hereto as **Exhibit B** ("Notice of Violation").

3.3 Except as otherwise provided in the Association Documents, any Owner charged with a violation of the Association Documents is entitled to an opportunity for a hearing. If the Owner desires a hearing, the Owner must proceed as follows:

a. Within seven (7) days after the Notice of Violation has been delivered to the Owner, the Owner must complete the Request for a Hearing form, which is attached to the Notice of Violation (see **Exhibit B-2**), and return it to the Board, the president of the Association or the Manager.

b. If a Request for a Hearing is timely filed, a hearing on the complaint shall be held before the Board. The hearing shall be conducted no later than twenty-one (21) days after receipt of the Request for a Hearing, as determined by the Board. An Owner may request an expedited hearing.

c. At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. Following a hearing, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be final and binding on the Owner and Association.



d. Notification of the Board's determination shall be made in a form similar to that which is attached hereto as Exhibit C.

3.4 If no Request for a Hearing is filed within seven (7) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed at a meeting of the Board. The Owner shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted.

3.5 If an Owner is found to have violated personally or is otherwise liable for a violation of the Association Documents, the following shall occur:

a. If found to be guilty of a first violation of a provision of the Association Documents, the Owner shall be notified of the finding by the Board or its duly authorized agents that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning that if any further violations occur a fine for the violation will be imposed. In the alternative, the Board may elect to assess a fine.

b. If found to be guilty of a second or continuing violation of the same provision of the Association Documents, the Owner shall be notified of the finding by the Board or its duly authorized agents. The Owner shall be assessed a fine.

c. Where a fine is imposed, unless expressly provided in another section of the Association Documents, it shall be in the amount of One Hundred and No/100 Dollars (\$100.00) for a single incident of violation of a given provision of the Association Documents, One Hundred Fifty and No/100 Dollars (\$150.00) for a second single incident of violation of the same provision of the Association Documents, and Two Hundred and No/100 Dollars (\$200.00) for a third or subsequent single incident of violation of the same provision of the Association Documents; or the sum of Fifty and No/100 Dollars (\$50.00) per day for a violation of a continuing nature. A FINE FOR A VIOLATION OF A CONTINUING NATURE WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE BOARD HAS RECEIVED NOTICE OF IT.

d. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Owner to pay for any damage or any unauthorized condition on the Property for which the Owner has been found responsible, to pay the costs of any repairs which have previously been made or will be made by the Association, or to pay any legal expenses and costs incurred by the Association as a result of the violation. Any damage to the Common Elements, which has been repaired by the Owner, must be inspected by the Board's representative to verify that the repair has been properly done. The cost of such inspection and any necessary repairs shall be assessed to the Owner as part of their share of the Common Expenses.

3.6 Any Owner assessed herein shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed herein shall be added to the Owner's account and shall be collectible as a Common Expense in the same manner as any Assessment against the Condominium Unit.

3.7 Time is of the essence of this policy. Notices are deemed delivered either:

- a. At the time of delivery if by personal delivery; or
- b. On the second business day after deposit in the U.S. Mail.

3.8 The remedies provided for herein are not exhaustive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration or Bylaws to prevent or eliminate violations of the Association Documents. This Article 3 is and shall constitute the Association's responsible governance policy regarding the enforcement of covenants and rules, including notice and hearing procedures and the schedule of fines as required by §209.5(1)(b)(IV) of the Act.

This Article 3, Article 20 of the Declaration, and Section 5.7 of the Declaration shall collectively constitute the Association's responsible governance policy regarding the procedure for addressing disputes arising between the Association and Owners as required by 209.5(1)(b)(VIII) of the Act.

#### **ARTICLE 4 MISCELLANEOUS FEES**

4.1 Pursuant to Section 11.7 of the Declaration and the Bylaws, each Owner shall pay to the Association a late fee in the sum of Fifty and No/100 Dollars (\$50.00) per month, plus an interest charge from the due date at the yearly rate of six (6) percentage points above the prime rate charged by the Association's bank, for any Assessment not paid on or before five (5) days after its due date.

4.2 Owners may be charged a fee for services or materials. The services, materials and related fees that may be charged include, without limitation:

- 1. Transfer Fee: \$250.00 to \$300.00  
(Transfer Fee may be separately determined pursuant to the Association's Management Agreement, if any)
- 2. Governing Documents & other Association information: \$25.00 + copy costs
- 3. Association Assessment Certification: \$55.00  
less than 24-hour notice: \$110.00

#### **ARTICLE 5 FIRE SAFETY**

5.1 Residential Fire Safety Equipment Report. Each Dwelling Unit Owner shall submit to the Association in December of each year a completed Residential Fire Safety Equipment Report as set forth on the attached **Exhibit D**. The Association shall be required to obtain a copy of a completed Residential Fire Safety Equipment Report in December of each year from each

Dwelling Unit Owner and keep such reports on file and ready for inspection by the Denver Fire Department for a period of three (3) years.

5.2 Tenant Emergency Guide. Attached hereto as **Exhibit E** is a copy of the project's Tenant Emergency Guide as required by the Denver Fire Department. The Association shall be required to update the Tenant Emergency Guide in the event that any information contained therein becomes incorrect.

**ARTICLE 6  
MISCELLANEOUS**

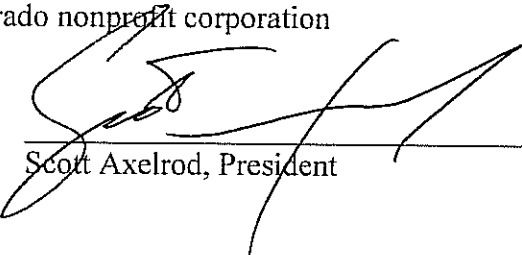
6.1 Declaration Prevails. In the event that there is any inconsistency between the provisions of these Rules and the Declaration, the Declaration shall prevail.

6.2 Amendment. The Board may amend, supplement, repeal, replace or modify these Rules from time to time as it deems appropriate or convenient.

**IN WITNESS WHEREOF**, the undersigned President of the Association certifies adoption of the foregoing Rules by the Board on the 11th day of October, 2010.

GAYLORD MANOR HOMEOWNERS ASSOCIATION, INC., a  
Colorado nonprofit corporation

By: \_\_\_\_\_

  
Scott Axelrod, President

**EXHIBIT A  
VIOLATION COMPLAINT - WITNESS STATEMENT**

PLEASE PRINT OR TYPE. Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.

**INFORMATION CONCERNING WITNESS(ES) TO VIOLATION**

Reporting Witness Name	Date
Condominium Unit #	Area Code - Phone number

**ADDITIONAL WITNESSES**

Name & Address	Area Code - Phone Number
Name & Address	Area Code - Phone Number

**INFORMATION CONCERNING THE VIOLATOR**

Violator's Name	Area Code - Phone Number
Condominium Unit #	
Owner's Name, Address & Phone No. if different than the Violator	

**INFORMATION CONCERNING THE VIOLATION**

Violation Date	Time	Location
Section(s) of Association Documents that was violated		

Reporting Witness' Observations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Were any photographs or sound recordings made? Yes \_\_\_\_\_ No \_\_\_\_\_ By whom? \_\_\_\_\_  
Include any audio or videotapes or photographs with this form or forward as soon as possible. Include the name of the person who made the tape or photograph(s), the date it was made, the location it was made and the name of an one else who was present.

**I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL FULLY COOPERATE WITH THE ASSOCIATION AND ITS AITORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.**

\_\_\_\_\_  
Signature

**EXHIBIT B  
NOTICE OF VIOLATION**

TO: \_\_\_\_\_  
          (Owner/Tenant)  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**NOTICE OF VIOLATION**

Re: Violation of Association Documents

You are hereby notified, as the Owner/Tenant of Condominium Unit # \_\_\_\_\_ at (Address, City) \_\_\_\_\_, Colorado that you violated the Association Documents of Gaylord Manor Homeowners Association, Inc. The actions complained of occurred on or about \_\_\_\_\_, 20\_\_ and are described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UNDER THE ASSOCIATION'S RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN SEVEN (7) DAYS OR FAIL TO APPEAR AT A HEARING ON THESE CHARGES, YOU WILL BE FOUND GUILTY BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR MONTHLY ASSESSMENT.

IF A VIOLATION EXISTS, WHICH HAS NOT ALREADY BEEN CORRECTED AND YOU FAIL TO MAKE AN APPROPRIATE CORRECTION, THE ASSOCIATION MAY CORRECT THE VIOLATION AT YOUR EXPENSE.

Please consult the Association's Rules for further details.

You may request a hearing by signing, dating and returning the attached Request for a Hearing form within seven (7) days to the Association at the address below.

Very truly yours,

GAYLORD MANOR HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Area Code and Phone #

**EXHIBIT B-2  
REQUEST FOR A HEARING**

**REQUEST FOR A HEARING**

I hereby request a hearing on the statements made against me as contained in the Notice of Violation dated \_\_\_\_\_, 20\_\_ , alleging a violation of the Association Documents of Gaylord Manor Homeowners Association, Inc.

\_\_\_\_\_  
Owner/Tenant's Name (printed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Area Code and Phone #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT C  
NOTICE OF DETERMINATION**

TO: \_\_\_\_\_  
(Owner/Tenant)

Date: \_\_\_\_\_

**NOTICE OF DETERMINATION REGARDING VIOLATION**

On \_\_\_\_\_ 20\_\_ you were notified of a violation of the Association Documents of Gaylord Manor Homeowners Association, Inc. Pursuant to the Association's Rules:

- ( ) A hearing was held at your request regarding the alleged violation.
- ( ) You have admitted to the violation by default and waived your right to request a hearing.

After considering the complaint and evidence, the following determination has been made and the following action(s) will be taken:

- ( ) You were found not guilty and no action will be taken.
- ( ) A 1st, 2nd, 3rd or subsequent violation (circle one) of the Association Documents has occurred and a fine in the amount of \$\_\_\_\_\_ is now due.
- ( ) A violation of the Association Documents of a continuing nature has occurred and a fine in the amount of \$\_\_\_\_\_ per day from \_\_\_\_\_, 20\_\_ is now due. A FINE FOR A CONTINUING VIOLATION WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS BEEN NOTIFIED.
- ( ) Damages & expenses in the amount of \$\_\_\_\_\_ have accrued and are due.
- ( ) Legal expenses in the amount of \$\_\_\_\_\_ have been incurred by the Association and are due.
- ( ) Damages have occurred or an architectural violation exists, as charged in the complaint. The Association will proceed to have the damages or violation corrected or repaired at your expense.
- ( ) As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the fees and expenses incurred will be assessed to you.

GAYLORD MANOR HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**EXHIBIT D**  
**RESIDENTIAL FIRE SAFETY EQUIPMENT REPORT**

**[See Attached]**





CITY AND COUNTY OF DENVER  
Department of Safety  
Fire Department  
Fire Prevention and Investigation Division

P.O. Box 40385  
Denver, CO 80204  
p: 720.913.3474  
f: 720.913.3587

## Residential Fire Safety Equipment Report

**Homeowner:** As a homeowner or tenant in a multi-unit residential facility, you are required to complete this report and submit it to the property management or homeowners' association (HOA) annually, unless the management is doing the required maintenance for you. We recommend that detectors be tested in the spring and fall—same time you change the clocks for daylight savings time. Portable fire extinguishers must be inspected once a year and hydrostatically tested every five years.

**Property Manager or HOA Administrator:** As a property manager or homeowners' association administrator, you are required to obtain Residential Fire Safety Equipment Reports for each unit annually. The reports must be kept on file and ready for inspection by Denver Fire Department personnel for three years.

You may download additional forms at [denvergov.org/fire\\_prevention](http://denvergov.org/fire_prevention).

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Unit # \_\_\_\_\_

Denver, CO 803 \_\_\_\_\_

### **SMOKE ALARM** (must be tested and batteries changed every 6 months)

Number of smoke alarms in residence \_\_\_\_\_ Year(s) of manufacture \_\_\_\_\_

Date test was completed \_\_\_\_\_ Batteries changed? Yes No

### **PORTABLE FIRE EXTINGUISHER** (must be inspected once a year)

Number of portable fire extinguishers in residence \_\_\_\_\_ Year(s) of manufacture \_\_\_\_\_

Date of last inspection \_\_\_\_\_

### **CARBON MONOXIDE ALARM** (must be tested and batteries changed every 6 months)

Number of carbon monoxide alarms in residence \_\_\_\_\_ Year(s) of manufacture \_\_\_\_\_

Date test was completed \_\_\_\_\_ Batteries changed? Yes No

11/09

**EXHIBIT E**  
**TENANT EMERGENCY GUIDE**

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Pursuant to requirements promulgated by the Denver Fire Department, homeowners at Gaylord Manor Condominiums are hereby notified of the following:

1. The in-room smoke detectors and carbon monoxide detectors are local only and 911 must be called if emergency assistance is needed.
2. The in-room smoke detectors and carbon monoxide detectors should be tested by the homeowner monthly and batteries replaced and the detectors maintained in accordance with the maintenance guidelines of the manufacturer which were provided to each homeowner by the Declarant.
3. There are 3 smoke detectors, 1 carbon monoxide detector and no portable fire extinguishers located in each dwelling unit. There is also 1 smoke detector and 1 fire extinguisher located in the south lobby/stairwell. The flow from the fire sprinkler system will activate the building fire alarm system.
4. In the event of a fire, explosion or other emergency, homeowners and tenants shall call 911 immediately. Exits from the building in the event evacuation is necessary are identified within the building.
5. There is a manual fire alarm system located in the south lobby of the building.