

Rules and Regulations Penrose Place Condominiums

Effective June 1, 2016

On behalf of the Board of Directors and the Association Management team, we would like to welcome you as a resident of the Penrose Place Condominiums.

The purpose of the Rules and Regulations is to address frequently asked questions and to clarify topics that are addressed in the **Articles of Incorporation, Declaration and Bylaws**. This document also focuses on important covenants and enforcement of the rules and regulations in the building. The association reserves the right to change or amend any or all of these rules and regulations at any time.

Please take a moment to read over this material and keep it handy for future reference. Updates to this document will be distributed periodically. Your understanding and adherence to these guidelines will help to maintain, preserve, enhance and protect the property values and assets of the community.

Penrose Place Condominiums is governed by a Board of Directors, which is elected by the homeowners at the Annual Meeting of Association Members.

Day to day operational management is contracted with Capitol Hill HOA Management Co. If you have any questions or concerns about the covenants, rules, and regulations, please feel free to call or write Capitol Hill HOA Management at:

400 S Colorado Blvd Ste 360
Denver, CO 80246
303-320-1660
CHillHOAMng@gmail.com
www.CHillHOAMng.com

Quiet Time

Unit owners, guests and/or renters of a unit shall keep noise levels within reason at all hours (especially between the hours of 10:00 p.m. and 8:00 a.m.) and the playing of radios, stereos or televisions should be at such a volume so as not to disturb other unit owners at any time.

Pets

Not more than one cat OR one dog (less than 20 pounds) or other household pet may be kept per unit; provided, however, that the right to keep a household pet shall be coupled with the responsibility to pay for any damages caused by the owner's pet. Every owner of a pet shall maintain strict control over his pet and shall prohibit the pet from making loud, disturbing, noises or any other behavior reasonably annoying to others.

Homeowners shall bear the responsibility for any and all pets residing within their units, including the pets of tenants, guests, and visitors. This shall include financial liability for any damage and any threat or inconvenience caused by these pets.

Any solid waste deposited on any of the interior or exterior Common Elements by a pet must be removed immediately and the area cleaned appropriately by the person responsible for the pet.

All pets shall be restrained from constant barking or making loud noises at all times. All pets must be accompanied, on leash, by their owner or other responsible party in the Common Elements. No animal can be left unattended anywhere on the common areas of the property: Front yard, back yard, side yard, hallways, porch etc.

Trash

Each resident is responsible for placing their trash can and recycle cans at the alley as listed in the calendar at the back door. Each resident is responsible for the purchase and use of their own trash can. Sharing trash cans is prohibited.

Large trash items, such as furniture, mattresses, and appliances, are not allowed in or around the trash area. Large boxes must be crushed. Disposal of such items are the responsibility of the unit owner/tenant. Charges made to the HOA will be forwarded to the homeowner.

All items must fit within the trash cans allowing the lids to close.

Littering is not permitted. No items, including cigarette butts, shall be thrown or emptied by any resident or his family, friends or invitee on the property or other Common Elements of the building.

Secure Building

The Capitol Hill neighborhood can be a target for criminals. Please do what you can to prevent crime in our building by doing the following things: (1) Close the lobby and back doors when you come and go. Do not leave doors propped open. (2) Do not allow strangers into the building. Let them call the person they are visiting. (3) Lock your windows, especially on the ground floor.

Newspapers and Mail

Let's treat our front lobby as the entry to our homes. Please do not leave junk mail or unread newspapers in the lobby area. If you want a newspaper, please don't "borrow" your neighbor's paper; there are several places in the neighborhood to buy your own. White/Yellow Pages phone books will be thrown out by the cleaning crew on the following Tuesday after they arrive; please take a directory before then.

Architectural Covenants and Changes

The Board of Directors constitutes the Architectural Control Committee of the Association to ensure architectural harmony with the rest of the complex. Any resident contemplating any visible exterior changes to his or her unit must submit plans in advance to the Board for approval. Such requests should include detailed plans, product information, construction time table, contractor name, and proof of liability insurance. An example of this would be changes to windows (including political or sports signs of a permanent nature in windows) or porches.

No exterior television or radio antennas of any sort will be allowed unless approved in writing by the Board of Directors.

Major renovations to the interior of a unit must have a proper City and County of Denver Building Permit filed. Copies of the approved permit must be submitted to the Board for their review and files.

The unit owners shall not be permitted to alter the landscape on the grounds individually. All decisions for major changes in the landscape shall be made by the association. The unit owners may have window boxes on their unit windows.

The roof of the building shall not be used by the unit owners for any purpose.

The sewers and drains are to be kept in operating order and repaired only by a licensed plumber. Unit owners are not to flush anything down the toilets that will clog the drains and cause expense to the Association. If the cause of the clogged drain is traced to an individual unit which has violated this section, then that unit owner will be charged by the Association for the cost of repairs.

If your unit has any damage caused from roof, interior pipes, etc., (items that are the responsibility of the Condominium Association), you must notify the Condominium Association within three days of the damage. An officer(s) of the Association must see the damage and take the necessary steps to assess cause and extent of the damage and cost of repair. If it is ascertained that the damage is, indeed, the responsibility of the Association, necessary steps will

then be taken to repair the damage. In the event the owner and/or renter of a unit does not notify the Association within the specified period of time, the Association will not be responsible for, nor will it pay for, the repairs. In the event a unit owner and/or renter repairs their unit without taking the appropriate steps of notifying the Association, as outlined above, the Association will not be responsible for payment of such repair.

Maintenance and Repair of Interior and Exterior Common Areas

If maintenance or repair to a Common Area is required as a result of a willful or negligent act of an owner, tenant, family, guest or invitee, the cost of this maintenance or repair will be assessed and added to the owner's Association fee.

Barbecue Grills

The use of electric powered barbecue cookers, barbecue cookers installed and supplied by the building's natural gas system and gas grills with a total container capacity of one pound or less of L.P. gas will be permitted on balconies. Two extra one pound L.P. gas containers may be stored on the balcony. This wording is from City and County fire code IFC-308-1.

The above listed forms of grills may be used at the back of the building on the patio.

Building Safety

Please make sure you are checking that your home fire alarms are working twice a year. It is required that batteries are replaced once a year.

Keys have been provided all owners. It is the responsibility of the unit occupant to notify the Association if they do not have the appropriate keys. These keys will be replaced at the expense of the occupant (if lost) or the owner (if they have not provided keys to the renter).

All halls and vestibules, (the common elements), must be kept free from obstructions.

Bicycles

Bicycles are to be stored in the living or storage units. Any bicycles left in the hallways will be removed promptly. Do not secure bicycles to the exterior of the building as this action invites thieves.

Rental Units

No short term leases or air b and b type leases

The Association must be provided a copy of the lease/rental agreement within seven days of the lease signing as well as the name, e-mail and telephone number of the tenant and property management company within ten business days of possession.

A copy of all Rules and Regulations must be attached to and made part of the rental/lease agreement. Continued infractions of the Rules and Regulations by renters will subject the owner to fines as outlined in the violation policy.

The Association highly recommends renters obtain rental insurance as the HOA is not responsible for any loss of personal items.

Smoking

Smoking of any kind, tobacco, marijuana, etc. is not permitted inside the building, in any of the Units or common areas, hallways, laundry, garages, or storage rooms. Smoking is allowed outside the building but not within 15 feet of the building. Failure to properly dispose of smoking materials such as matches or cigarette butts can result in fines to the Owner(s) who is(are) responsible.

Procedures and Enforcement

Reasonable procedures, including notice of alleged violations and opportunity to be heard, shall be implemented by the Association for enforcement of the foregoing Rules and Regulations. All fees and charges imposed by the Association and all costs incurred by the Association in enforcement of these Rules and Regulations, including but not limited to the cost of any corrective actions, shall constitute assessments enforceable against Owners pursuant to the provisions of the Declaration. For each day any violation continues after notice, it shall be considered a separate violation. The Association shall have the authority to take any remedial action it deems appropriate in the event of a violation of these rules and regulations, the Bylaws, the Declaration or the Articles. The foregoing Rules and Regulations are subject to amendment and to be promulgation of further regulations.

No failure by the Association to insist upon the strict performance of any term or provision contained in the Rules and Regulations shall constitute a waiver of any such term or provision unless such waiver is made in writing by the Association. Any waiver of a breach of a term or provision of these rules and regulations shall not prevent a subsequent act, which would have originally constituted a violation under these Rules and Regulations, from having the effect of a violation or prevent the Association from exercising all of its rights and remedies under the Declaration, the Bylaws or these rules and regulations.

In the event of any violation of the Rules and Regulations by any Owner (either by their own conduct or by the Conduct of any other occupant of their Unit) the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies which may be provided for in the Act, the Declaration or these rules and regulations, or which may be available at law or in equity.

Penalties and Fine Schedules

In performing daily duties, the Board is unrestricted in applying a wide range of options to solve problems. However, at a point when an Owner's violation of the rules is blatant, serious, or persistent, the Property Manager is empowered to implement, in the sequence in the Table below, a Schedule of Penalties and Fines. NOTE: Under no circumstances will this Schedule be imposed in lieu of sound management.

The Board will determine if a homeowner's violation of rules is significant enough to warrant a fine, letter of admonition or a penalty. If yes, a formal Notification Letter will be provided to the alleged violator. The letter will contain:

- (a) Details of circumstances warranting issuance of the letter;
- (b) Explanation that the notification is a formal recognition of the FIRST OFFENSE (SECOND, or THIRD, see Table below) noted in which the Owner violated a specific Rule or Regulation;
- (c) Advice of intent to impose a fine or penalty after 10 days, which will be appropriate to the degree of offense;
- (d) An explanation that the accused has a right to be heard before the Board of Directors depending on a written request which explains on what grounds the appeal will be made;
- (e) An advisement that a copy of this notification plus all other directly-related documentation will be retained for 12 months after the effective date of the offense

Schedule of Penalties and Fines

First Offense: If the alleged offense has not been corrected to the Board's satisfaction by the Notification Letter, then ten days after the Notification Letter has been sent, the violator will be issued a formal Letter of Admonition, including a specification of committing a FIRST OFFENSE. The Letter of Admonition will remind the violator that **the next** violation will result in a fine of \$50.00. The Letter of Admonition will be filed in the Owner's property file for 12 months, and the facts of the case given to the Board of Directors.

Second Offense: If the offense(s) continue(s) after receiving the Letter of Admonition, then ten days after the Letter of Admonition, a \$50.00 fine will be imposed on the violator by a formal letter, which specifies commission of a SECOND OFFENSE. A copy plus all related documents will be filed in the Owner's property file for 12 months and the facts of the case given to the Board of Directors.

Third Offense: If offenses continue after the Second Offense, then a \$100.00 fine will be imposed on the violator by a formal letter which specifies commission of a THIRD OFFENSE.

Fourth Offense: If offenses continue after the Third Offense, then the violator will be directed by letter, specifying commission of a FOURTH OFFENSE, to appear before the Board of Directors which will determine (1) a monetary fine, not to exceed \$500, appropriate to the circumstances, and (2) further penalties. A copy of a formal description of the proceedings will be placed in the Owner's property file for 24 months and all facts of the incident will be cited in Minutes of the Board of Directors meeting.

Right of Appeal

In all cases, the accused has the right of appeal and must be afforded a right to be heard before the Board of Directors – before a fine is levied or penalty is effective. No later than 10 days after receiving a letter of notification that a fine or penalty may be imposed, the alleged violator may indicate that an appeal will be made – and must include details to support the appeal.

Consequences of Tardiness in Paying Fines

If the fine or penalty is still applicable after an appeal has been made by the Respondent then acted upon by the Board, the violator must comply with 7 days of the Board's decision. Exceeding this limit will require an additional \$15.00 fine of reach day thereafter in order to defray legal fees and the costs of administration.

Association Assessments

Penrose Place Condominiums is chartered as a non-profit corporation under the provisions of the Colorado Interest Ownership Act. Homeowners' Assessments are required to cover common expenses, which include: Water & Sewer, Trash Removal, Grounds Maintenance (i.e. lawn care, snow removal, etc.), Common Element Repair and Maintenance, Fire and Liability Insurance for the Association Common Elements (The Association Insurance **DOES NOT** cover personal property of owners/residents. It is **HIGHLY** recommended that all homeowners acquire a "Condominium Insurance" policy to cover personal property. Renters should acquire an appropriate insurance policy to cover their individual property.), Emergency Reserve Funds, Professional Management and Capital Reserve Funds.

Each Homeowner is obligated to pay, on time, their monthly Association Fees. All fees are due on the first (1st) day of each month. A \$25.00 late fee will be assessed to any fees not received by the 10th of each month.

Homeowners will be assessed a fee for any occurrence in which payment is returned due to insufficient funds determined by the fee at the bank plus the HOA late fee, \$25.00.

No homeowner may claim any voting rights if their fees are not current. Nonpayment of fees shall be basis for the filing of a lien pursuant to law against a condominium unit.

We hope that these guidelines will make your life at home at Penrose Place Condominiums a pleasant one. We welcome any suggestions, questions, and comments through the Management Office.

Additional Information

The Board recommends that owners and tenants should accept responsibility and report any infraction that they may observe to the Board of Directors or Management Company so that appropriate action can be taken to protect you, your property and your investment.

Each unit owner is to maintain insurance for their unit.