

The Roquefort Condominiums

Rules and Regulations

August 26, 2016

Section 1 – Noise

- 1.1 It is recognized by the Association and accepted that the design of all condominium buildings is such that noise, at times, can be audible from other units. Unit owners and residents agree to, as much as possible and reasonable, create an environment sensitive to excessive noise and respectful to the peace of others. Noise must be kept within a reasonable level at all times. Further, residents who are disturbed by noise must attempt to resolve the noise problem with the persons making the noise before filing a complaint with the board.

Section 2 – Vehicles and Parking

- 2.1 Vehicle usage and parking shall comply with the provisions of the HOA Declarations and By-Laws.
- 2.2 Parking shall be permitted only in the assigned parking spaces.
- 2.3 Vehicles may not be driven or parked on sidewalks or landscaped areas.
- 2.4 All assigned parking spaces are reserved for use by occupants of individual units.
- 2.5 The Association Board retains the right to immediately tow vehicles illegally parked in driveways or other common elements without notification to the residents or vehicle owners, and without receipt of a written complaint. The Denver Police Department may ticket illegally parked vehicles.

- 2.6 The Association is not responsible for removal of vehicles from individual parking spaces.
- 2.7 Washing of vehicles must be done on paved surfaces; hoses must be turned off except while in use to rinse the vehicle. Cleaning liquids may not be disposed of on landscaped areas.

Section 3 – Pets

- 3.1 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. Pets are not allowed to run free in the courtyard area.
- 3.2 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. If this waste is not picked up immediately then the owner will be assessed a fine as seen in the below fine schedule.
- 3.3 Pets shall not urinate on the buildings, and the Board is requesting that if your pet urinates in the common areas to please douse the area with water, either using a pail or the hose to dilute the damaging effects of pet urine to the lawn.
- 3.4 Any damage to grass, shrubs, or property will be billed directly to the homeowner.
- 3.5 No pets will be allowed by renters without written approval of the board of directors.

Section 4 – Signs and Changes to Exterior of the Building

- 4.1 No signs or advertising or the like may be placed on the exterior of any building or within or on any windows of any units, except as described in the following paragraphs 5.2 and 5.3.
- 4.2 A maximum of one sign per unit may be placed in windows or on lawn area directly in front of the unit to advertise the unit as being "For Sale" or "For Rent". The signs shall be a maximum size or 32" by 20".
- 4.3 Any and all changes to the exterior of the unit, building, doors, common areas, and the like will be completed by the association and no owner shall make these changes without written approval from The Roquefort Board of Directors.

Section 5 – Changes to Interior of the Building

- 5.1 No change to the interior of any unit may cause an adverse or undesired effect to any other unit in building, or affect the structural integrity of the building.

Section 6 – General Aesthetics and Use of Common Elements

- 6.1 Balconies and patios must be kept in a clean and neat condition.
- 6.2 Damaging, altering without approval, or defacing the buildings, paving, or other common elements shall be prohibited. In addition to the imposition of fines, violators may be required to reimburse the Association for the cost of repairs or restoration.

Section 7 – Trash Disposal and Recycling

- 7.1 Trash may not be left outside the containers. Trash must fit in the containers. Disposed items must comply with all Denver Sanitation District Regulations.
- 7.3 Recycling containers are provided in the North East side by unit F and all residents are encouraged to use them. Paper and paperboard, magazines and catalogs, junk mail, phone books, brown paper bags, plastic bottles (no lids), aluminum, steel and empty aerosol cans, glass bottles, and jars and newspapers are accepted. Plastic bags and wrappings are NOT ALLOWED. Boxes must be broken down and cans crushed. Recycling must be taken care of according to the recycling schedule.

Section 8 – Rental Units

- 8.1 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.
- 8.2 All units must be rented for duration of (90) ninety days or more and, the Association must be provided the name, email, and telephone number of the tenant within ten business days of possession.
- 8.3 Problems encountered with renters will be referred to the property owner to resolve with the renters.

Section 9 – Property Maintenance

9.1 The HOA will provide for snow removal in common areas; lawn and flowerbed care, and perform general maintenance to the property. Residents should bear in mind that minor property upkeep such as snow removal from decks and porches, taking the recycling to the curb on appropriate days, picking up small bits of trash and debris on common

areas and maintaining the furniture in the courtyard area, etc., are responsibilities of the owners and residents.

Signed and accepted this 20th **Day of** February,
2017

Board Member: 

Ashley DePaulis

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. Each violation after notice shall be considered a new violation and can be fined accordingly to this schedule. 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 By-Laws, the Declaration or the Articles of Incorporation. 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 By-Laws 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 board will authorize the Association Manager to implement, in the sequence in the table below, 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.

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 \$25.00. 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 fourteen days after the Letter of Admonition, a \$25.00 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 Third Offense, then a \$50.00 fine will be imposed on the violator by a formal letter which specifies commission of the 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) 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 after each day thereafter in order to defray legal fees and the costs of administration.

Association Assessments

The Roquefort 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 and Sewer, Trash Removal, Grounds Maintenance, 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 30th 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 The Roquefort 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.