

1977 South Josephine Condominiums

Rules and Regulations

All Unit Owners and occupants, tenants, residents, guests, invitees, independent contractors and employees are required to abide by the following Rules and Regulations. The Declarations of Covenants, Conditions and Restrictions of 1977 South Josephine Condominiums, A Colorado Common Interest Community (the "Declaration") shall take precedence in the event of a conflict with these Rules and Regulations.

Definitions:

"Approved Pet" shall mean a small domestic cat, fish, or small bird such as parakeets, canaries or similar birds kept for pleasure only and not for any commercial purpose. "Approved Service Dog" shall mean a dog kept for personal service only and not for any commercial purpose.

"Board" shall mean the governing Board of the 1977 South Josephine Condominium Homeowners Association.

"Owner" shall mean any Unit Owner, resident, guest, family member, tenant or invitee.

"Unit" or "Residential Unit" shall mean a Condominium Unit at 1977 South Josephine Condominiums as defined in the Declarations and Condominium Map.

"Unit Owner" shall mean those persons who hold legal title to a Residential Unit. Unit Owners are responsible for compliance with these Rules and Regulations, including their tenants, guests, family members, or others who are residing at or visiting their Residential Unit.

A. Rules and Regulations

1. Each Unit Owner shall complete, and provide to the Board, the 1977 South Josephine HOA Owner Information Form , ("Form"), with the Owner's complete contact information. Owners shall also provide the Board with an updated Form whenever their contact information changes in the future.
2. Approved Pet birds shall be confined in an appropriate cage. An Approved Service dog shall not exceed twenty (20) pounds in weight or twenty four (24) inches in height when full grown, except with the Board's prior written approval.
3. Each Unit Owner shall maintain, repair and replace (at the Unit Owner's expense) all portions of the Residential Unit which are not included in the definition of Common Elements or Limited Common elements or as otherwise provided for in the Declaration.

4. Each Owner shall promptly report to the Board any defect or need for repairs which are the responsibility of the Association.
5. Each Residential Unit shall be used and occupied only by:
 - a. One family and its temporary guests as a residence.
 - b. By no more than two unrelated parties and their temporary guests as a residence and no other purpose.
6. Nothing shall be stored in the Common elements without prior written consent of the Board or as otherwise herein expressly provided.
7. No articles shall be placed on or in any of the General Common Elements except for those articles of personal property which are the common property of all of the Owners. Bicycles are an exception and should be properly stored in the Bicycle Storage Room at the Owner's/Tenant's risk.
8. General Common Elements such as sidewalks, driveways, entrances and hallways shall not be obstructed or used by any Owner for any purpose other than ingress and egress from the Condominiums.
9. Except as otherwise provided in the Declaration, no signs shall be placed or permitted within the Condominium Project, except those identifying this Condominium Project, no Owner of a Residential Condominium shall be permitted to place any sign on the Condominium Project or on his Condominium or elsewhere on the Building advertising his Condominium for sale or lease without the written permission of the Board which can be withheld for any reason or no reason.
10. Except as may otherwise be provided in the Declaration, no Condominium Owner shall perform any kind of work on the exterior building walls, doors or upon the Common Elements. Such work is the responsibility of the Association.
11. Any damage to the General Common elements or common personal property caused by the Owner or a member of his or her family, or their respective Guests, Agents, Contractors, or Invitees shall be repaired by the Association at the expense of that owner. No owner and none of such Owner's Guests, Agents, Contractors, or Invitees may interfere in any manner with any common lighting apparatus in or about the Condominium Community.
12. Except as may otherwise be approved by the Board of Directors or as may be permitted by the Declaration, no Owner, resident or lessee of a Condominium shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antenna be installed on the exterior of the Condominium Project or protrude through the walls or the roof of a Condominium.

13. No Owner shall contract for any plumber, electrician or other contractor to make any such repairs to the General Common elements, unless such plumber, electrician or contractor is licensed and has been approved for such work in writing by the Board. The Board shall have the right to designate and approve in advance all electricians, plumbers and other contractors that do work or perform repairs in any of the Common Elements. The Association may from time to time publish a suggested vendors list for Owners' convenience. Owner's may elect to choose other vendors at their discretion.
14. Owners and occupants 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, stereos, home theater systems, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants or occupants of other Condominiums. Any persons experiencing any disturbances shall contact the Board, who will be responsible for monitoring and enforcing compliance with this.
15. All Residential Units are equipped with varying amounts of hard-surface flooring such as tile and hardwood. Owners are encouraged to wear soft-soled shoes whenever they are in their unit, and to minimize sound transmission through hard-surface flooring.
16. Quiet Hours in the building shall be from 10:00 PM to 8:00 AM Sunday through Thursday, and from 11:00 PM to 9:00 AM Friday and Saturday.
17. Smoking is not permitted inside the building common areas including hallways, laundry or storage rooms, or the roof top deck. Smoking is allowed outside the building in the rear parking area, but not in the front 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 are responsible. This smoking rule pertains to, but is not limited to, cigarettes, cigars, pipes, marijuana, hash oil (smoking and creating) and all electronic devices.
18. All Residential Unit Owners must keep their windows clean, repaired and clear of debris or affixed signs. Only white, off-white or ivory window coverings approved in accordance with the Declaration or these Rules and Regulations, or other such color as may be approved by the Association, shall be allowed and must be approved in writing prior to installation. No aluminum foil or reflective material will be allowed on the windows.
19. Nothing shall be thrown or dropped from the window or roof of any Condominium. This includes, but is not limited to, cigarettes, cigars, food, stones or missiles. No incendiary/explosive devices are allowed inside the building common areas, in any Unit or on the outside grounds. The proper authorities will be called to investigate any such activity. 1977 S. Josephine Condominiums staff or residents witnessing such activity may sign a complaint against the offending Party.

20. Auto repair may not be conducted in parking lots. This includes changing of oil, adjusting brakes, installing stereos, or any minor repairs. Any leaks of oil, gas, transmission fluid, etc., must be cleaned up by the Owner immediately to avoid damage to the pavement. If repair/replacement is necessary, the Owner will be charged accordingly.
21. Storage of anything other than operable, currently licensed automobiles, must receive approval from Association. Unlicensed or inoperable vehicles will be towed at Owners expense within five (5) days after posting of notification on vehicle.
22. All vehicles must be able to drive out of the parking areas without assistance.
23. Any owner who leases a unit shall provide a Tenant with a copy of the current Rules and Regulations as well as Rooftop Rules and Regulations. Such owner shall also provide the Board upon leasing a unit with an updated 1977 South Josephine HOA Owner information Form with the tenant's contact information.
24. The following move-in and move-out conditions apply to the moving of personal property into or out of the Condominium Unit:
 - a. Personal property may not be moved during Quiet Hours.
 - b. All personal property shall ONLY be moved in and out of the Building using the rear (West) entrance.
25. The water and gas usage are common area expenses and are shared on a pro-rata square footage basis by all owners. Owners shall make a reasonable effort to conserve water and gas usage. Prior to leaving the building, make sure that all water faucets or water apparatus are entirely shut off and your thermostat is carefully turned down to at least 68 degrees. When your heat is on, windows should be closed to prevent waste. When leaving the building for several days or longer, turn the thermostats down to at least 60 degrees to conserve gas usage.
26. Laundry room hours are from 8:00AM (9:00AM on Saturday and Sunday) to 10:00PM. All owners are responsible for providing their own supplies and for maintaining the Laundry Room in a neat and tidy condition. Clothing may not be left in the Laundry Room for any reason, nor may clothing be hung to dry in the Laundry Room.
27. Each owner or the owner's tenant may store one bicycle in the bicycle room at the owner's/tenant's risk. The bicycle room is to remain locked at all times. Bicycles must be stored on the racks. No other items may be stored in the bicycler room without written permission from the Board.
28. Rooftop Deck Usage : See the separate current Rooftop Deck Rules and Regulations.
29. Waterbeds will be permitted in Units only with written advance Board approval.

30. No sweepings, trash, rubbish, rags, papers, paper towels, grease, sanitary products, condoms, ashes or other substances which may tend to impede the flow of liquid through the sanitary sewer system shall be deposited in such system from any Condominium. The expense of any breakage, stoppage or damage resulting shall be borne by Owner.
31. Children shall not be permitted to loiter or play in the entryways nor in any storage, parking or maintenance areas.
32. Any type of solicitation in 1977 South Josephine Condominiums is prohibited. All advertisements and postings must be approved in advance by the Board. Any posting in the laundry room must be dated and on a 3" X 5" card.
33. Owners shall have no more than two (2) Approved Pets in their unit.
34. Owner agrees that only Approved Pets, and no other animals of any kind, whether or not such animals meet the Definition of Approved Pets may occupy the Unit at any time. If any other animal of any kind (hereinafter "Other Animals") is in the Unit at any time, the Board may immediately remove the Other Animals from the Unit and transfer the Other Animals to the proper local authorities.
35. All cats must be on a leash when outside the Unit and will not be allowed to roam unleashed or unattended outside the Unit. Cats are not to be tied to any tree, shrub, stake or otherwise left outside the Unit unattended.
36. The Board may require the removal of the Approved Pet or any Other Animals if the Approved Pet's or Other Animals' conduct or condition is duly determined by the Board to constitute a nuisance or a threat to the health or safety of anyone.
37. Pet feeding dishes are to be kept inside the Unit. No feeding dishes are to be kept in the common areas or limited common areas. No enclosures are to be built for the Approved Pet or any Other Animals in common areas or outside the Unit. No alterations to the exterior of any Unit shall be made to accommodate pets, i.e., pet doors.
38. Owner agrees to clean up the Approved Pets waste immediately and properly dispose of it. No litter boxes are to be kept in common areas, limited common areas or outside the Unit. Pet waste must be disposed of as human waste or in a sealed plastic bag and placed in a trash container. A pet waste removal charge of \$75.00 shall be imposed upon Owner if Owner fails to remove the Approved Pet's waste from the interior or exterior of the Unit, any common hallway, or any common area grounds in the aforementioned manner. A second offense shall incur a charge of \$150.00 and a third offense (and any subsequent offenses) shall incur a charge of \$300.00.

39. The Board shall serve written notice to Owner of any pet rule violation. Owner's inability to properly care for the Approved Pet will be grounds for removal of the Approved Pet as provided in the Declaration or these Rules and Regulations.
40. All Personal and/or property damage and any physical damage caused by the Approved Pet or any other Animals in the Unit, common areas, limited common areas, hallways, parking areas, or entryways shall be the sole responsibility of Owner, and Owner hereby agrees to indemnify the Association or any other occupants of the Condominium Community for any damages resulting from Owner's keeping of the Approved Pet or the Other Animal.
41. By Resolution, following notice and hearing, the Board of Directors may levy a fine up to fifty dollars (50.00) per day for each day that a violation of any of the Documents or these Rules and Regulations persists after notice and hearing, but this amount shall not exceed that amount necessary to assure compliance with the rule or order of the Board of Directors.
42. Rules may be added, deleted or modified from time to time, either by action of the Board of Directors or by vote at Association meetings.
43. These rules are intended to maintain order, aesthetic appeal and the quiet enjoyment of all Owners and residents. Common courtesy and regard for your neighbors is the best measure of appropriate conduct.
44. All notices required hereby shall be in writing and sent by certified or registered mail to an Owner at his or her last-known address on the books of the Association.

B. 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.

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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.

C. 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 circumstance will this schedule be imposed in lieu of commercially reasonable management due diligence.

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 \$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 fourteen 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 Third Offense, then a \$100.00 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 \$20.00 fine after each day thereafter in order to defray legal fees and the costs of administration.