

GOVERNOR'S ABBEY
RULES AND REGULATIONS
REVISED 5/15/2017

Section 1 – Pets

1. No animals, livestock or poultry of any kind shall be raised, kept or bred on any part of the common elements.
2. No more than one (1) pet per unit without the written consent of the Board of Directors
3. Pets over the weight of 25 pounds must have written consent of the Board of Directors.
4. Pets may not be kept for breeding or other commercial purposes
5. Pets must be leashed or in a carrier when outside the owner's unit.
6. Pets may not be left unattended or leashed to the building, trees or other staking devise on the premises.
7. Owners are responsible for immediate cleanup of their pets. Owners will be responsible for any charges incurred for clean up of their pets.
8. Owners will be responsible for any damages caused by their pets. This includes lawn, shrubbery, plants carpet, furniture and other property of the association.
9. Frequent barking or howling which disturbs other residents will not be permitted.
10. All dogs and cats must be vaccinated against rabies and possess a current rabies license tag.
11. Cat litter is to be placed in durable, plastic bags secured at the top and carried to the dumpster to avoid spilling. A reasonable cleaning charge will be assessed to anyone dumping litter down the trash chute.
12. No vicious or dangerous animals will be allowed on the premises.
13. Pets are not allowed to wander in the common areas.
14. Pets may not be left unattended in vehicles parked on the premises including the guest parking lot.
15. Effective May 15, 2017, a pet charge of \$30.00 per month will be charged to all pet owners. A \$15.00 fee will be charged for an additional pet per unit.

Section 2 – Noise

1. Noise must be kept at a reasonable level at all times. Each owner/tenant is entitled to quiet enjoyment of their property. The ordinances contained in the Revised Municipal Code of the City and County of Denver with respect to disturbing the peace are in full force and effect and will be enforced by proper application of law.
2. All construction or moving must occur from 8:00 a.m. to 6:00 p.m. Only emergency construction may occur on Sundays.

Section 3 – Exterior

A. Patios

1. Patios must be kept in a clean and neat condition.
2. Firewood must not cover more than one fourth of the floor area of the patio and be no more than two feet high. Stored firewood must be free of rodents.
3. Balconies are not to be covered with carpet as carpet retains moisture, which will cause the cement to deteriorate. Any damage caused by carpet installation will be billed to the owner.
4. Please notify the management company if you feel repairs are needed to your patio.

B. Windows

1. All exterior windows (i.e. drapes, blinds, curtains) colors must be neutral and compatible with the building exterior.
2. Foil, cardboard and sheets are NOT acceptable window coverings.

C. Signs

1. No signs, billboards or other advertising devises of any nature are allowed in unit windows.
2. No signs, billboards or other advertising devises are allowed in the common areas, including the lawn.
3. One real estate sign may be placed in unit windows when a unit is for sale.

D. Satellite Dish Installation

1. All requests for satellite dish installation must be in writing and receive Board approval before being installed.

E. Garage Sales

1. Homeowners must submit a written request at least two weeks prior to the sale.
2. Homeowners are responsible for cleanup after the sale. Homeowners will be charged for any necessary cleanup performed by the Association.

Section 4 – Interior

1. Smoking is not permitted in the hallways, stairways, elevator or parking areas. Cigarettes must be properly extinguished and disposed of prior to entering the interior common areas of the building.
2. No signs or flyers of any type may be placed in the hallways, stairways, elevator or parking areas without written Board consent.
3. All units shall be kept in a clean and sanitary condition and no fire hazard shall exist.
4. No garbage, refuse or rubbish shall be allowed to accumulate in any manner.
5. Personal belongings may not be stored in the hallways, elevator or outside storage units without written Board approval. Homeowners may store up to two bicycles in front of their storage lockers as long as it doesn't infringe on another owner's space.
6. Any damages caused to the paint, drywall, carpet or any part of the interior shall be charged to the owner causing the damage. This shall include damage caused from moving in and out of the building.
7. Any noxious odors emitting from individual units are not permitted. The association may require action, including but not limited to, professional cleaning of the unit if the odors persist in the common areas of the building.
8. All trash must be disposed of in trash bags. **No loose garbage or cat litter is to be thrown down the trash chute. Boxes are to be broken down and placed in the recycle dumpster outside. Keys to the recycle dumpster will be provided by the HOA to the unit/tenant and can be acquired from the management company. Boxes are not to be thrown down the trash chute.**
9. Storage units must be repaired in a timely manner. Locking devices are the owner's responsibility.
10. Do not let your car idle more than a couple of minutes as this causes carbon monoxide buildup.
11. Moves: A move in and move out fee of \$100.00 will be assessed to the unit owner for each move in and move out. NO propping open of the front door is permitted. If use of the front door is necessary for a few minutes, someone must be standing by to open and close the doors. The permitted hours for moving in/out are 8:00 a.m. to 6:00 p.m. Weekends are permitted. ALL debris must be cleaned and contained daily and TAKEN AWAY, NOT PUT IN THE DUMPSTER. A protective cover must be put on the carpet from elevator door to the unit door.
12. Construction: Debris from construction shall not be disposed of in the dumpster. The unit owner shall be responsible for disposing of such debris. The owner of the unit must post information outside the unit door containing the names and phone number of the owner, the name and phone number of the contractor, and the start and estimated end dates of the project. Contractors must be able to produce their licenses to do the work and proof of adequate premises liability insurance and Worker's Compensation insurance with loss payable to Governor's Abbey HOA prior to commencing any work. Contractors are permitted to park in guest parking with a note saying which unit is undergoing construction. Any work causing dust must be done in the guest parking area and cleaned up. A protective covering must be laid on the common area carpet to protect it from damage.
13. All moving of furniture, appliances and boxes must be done through the garage. No moving will be allowed through the lobby because of possible damage to the glass.
14. **The Lobby shall not be used as an extension of any unit. It is permissible to wait in the lobby for taxis or rides or to greet guests or residents. The lobby shall not be used for entertaining guests/residents or extended visits. Residents and/or guests may not use the lobby for extended periods of time and may not use the lobby as sleeping quarters regardless of the time of day or night.**
15. **Residents shall not use the garage for painting of any kind, including spray painting.**

Section 5 – Parking

1. Parking is only permitted in designated parking areas. All other portions of the driveways are designated as Emergency Vehicle Access lanes and must be clear at all times. **Vehicles are not to be parked outside of designated vehicle space.**
2. Vehicles may not be driven or parked on sidewalks or landscaped areas.
3. No commercial boats, vehicles, trucks or recreational vehicles are to be stored or parked on the general or common elements.
4. No abandoned or inoperable vehicles shall be parked or stored on any portion of the complex. An abandoned vehicle is defined as any vehicle that is inoperable for a period of one week.
5. Vehicles leaking fluid are not allowed to be parked on any portion of the complex.
6. All vehicles parked on the premises must possess current license tags and safety inspection stickers.
7. Guest parking is permitted in designated spaces along the west side of the building, north of the garage door. Spaces on the south side of the garage door are ASSIGNED PARKING ONLY. Two spaces on the south side of the garage door are available to rent to residents with compact cars on a first come, first serve basis only. One space on the south side of the garage door is designated as RESERVED. **Governor's Abbey does not allow RESIDENT parking (OWNER OR TENANT) in the GUEST PARKING spaces ON THE WEST SIDE OF**

THE BUILDING. These spaces are for GUESTS of Governor's Abbey residents only. GUESTS MAY PARK THEIR VEHICLES IN DESIGNATED GUEST PARKING SPACES for a maximum of FOUR DAYS IN ANY CALENDAR MONTH, BUT IN NO CASE FOR MORE THAN THREE DAYS CONSECUTIVELY. For purposes of this policy, use of a designated guest parking spot, whether periodic or continuous, for any period of time between 12:00 a.m. and 11:59 p.m. will constitute one "day."

RESIDENTS WHO VIOLATE THESE POLICIES OR WHOSE GUESTS VIOLATE THESE POLICIES MAY BE SUBJECT TO A FINE OF \$50 PER OCCURRENCE AND/OR HAVE THEIR VEHICLES BOOTED OR TOWED WITHOUT NOTICE AND AT THEIR SOLE EXPENSE. GUESTS WHO VIOLATE THESE POLICIES MAY HAVE THEIR VEHICLE BOOTED OR TOWED WITHOUT NOTICE AND AT THEIR SOLE EXPENSE.

8. Washing of vehicles may be done on paved surfaces but not in front of the elevator. Care must be taken to conserve water by turning off the hose when washing the vehicle. All cleaning products must be properly disposed of and not on landscaped areas.
9. The mechanical garage door is normally down. The management company should be notified if the door is malfunctioning.
10. Garage door openers are the sole responsibility of the owners.
11. Vehicle size must be compatible with the size of parking spaces and not interfere with the ability of another vehicle owner to get in or out of their parking space. The height of any vehicle must not be greater than the height of the garage door and must clear the opening.
12. Parking spaces cannot be rented to anyone who is not a resident of Governor's Abbey.

Section 6 - Assessments

All monthly assessments shall be mailed or delivered to the property management company by the first of each month. Any payment received after the 15th of the month is considered delinquent and a \$20.00 late fee will be assessed. After 30 days, interest will accrue at the rate of 18% per annum.

Section 7 – Inappropriate Conduct

The following conduct shall be deemed inappropriate conduct. The Board of Directors shall determine any violation of this section.

1. Any conduct that places any person, personal property or property of the association at the risk or harm or danger.
2. Any vandalism on the premises will be reported to the Denver Police Department.
3. Any threatening language, harassment or other actions with the purpose of bodily harm or intimidation. **Threatening language or other intimidation will be reported to the police for appropriate action.**
4. **All residents are responsible for the conduct of their guests and are liable for any damages caused by their guests.**

Section 8 – Damages to the common Areas

1. Cost of repairs for damage caused to the common areas of the premises by owners, tenants or their guests shall be assessed to the responsible owners.
2. The Board of Directors or Management Company shall have the sole responsibility for filing any insurance claims pertaining to damage to the common areas of the building which is not caused by the negligence of any homeowner, tenant or guest thereof of Governor's Abbey.
3. The Homeowner's Association shall not be responsible for damages to the common areas caused by the negligence of any homeowner, tenant or guest thereof of Governor's Abbey.
4. All residents are responsible for the cleaning of any affected common area during individual construction and/or moving. A reasonable cleaning charge will be assessed for any necessary cleaning that is performed by the resident manager or other outside party.

Section 9 – Access to the Building

The building's access is controlled to insure the safety of all residents. All residents (both owners and renters) will have keys to unlock the entry doors on 7th Avenue, in the alley, and inside the garage. These "do not duplicate" keys are only available from the HOA's Management Company, and a fee will be charged for purchase of new/replacement keys to cover their cost.

Visitors to the building are to use the keypad and phone at the front door to notify residents that they are at the front door awaiting access. Residents are to ONLY allow access to people they know, and to greet those people on their arrival.

Owners will be given an entry code that allows them, their immediate family and/or caretakers, to enter the building via the electronic/keypad system. This entry code is NOT to be given to any renters, friends, or others who are not unit owners. To prevent building entry by unauthorized people, the code will be changed periodically and ONLY owners who comply with this rule will be given the new entry code.

Section 10 – Enforcement, Fines and Hearings

Complaints regarding violation of the rules and regulations should be directed to Capitol Hill HOA Management Company. Homeowners may report the violation by telephone, but may be asked to send a follow-up letter or e-mail to document the problem. The property manager is Keith McCarthy at Capitol Hill HOA Management Company, 400 South Colorado Blvd., Suite 360, Denver, CO 80246. The telephone number is (303) 320-1660.

The following procedures will be followed when infractions of the rules and regulations occur. The steps will be repeated for each new violation.

1. A warning letter will be sent to the homeowner or tenant if applicable.
2. After a second violation has occurred, or if the violation is not corrected in a timely manner, a \$50.00 fine will be assessed to the owner.
3. If the violation continues or a third violation is recorded, a \$75.00 fine will be assessed to the homeowner.
4. For any fourth or subsequent violation, a fine of \$125.00 will be assessed for each additional violation.

Before any fine can be assessed to a homeowner, a hearing before the Board of Directors will be scheduled only on written request by the objecting party. If the owner cannot be present at the meeting, they may request a hearing at a different time within 30 days of receipt of notice. If no request is received, the fine shall be due with the next month's association dues.

All fines are subject to payment at the time the next monthly assessment is due. Any fines not paid are subject to delinquency policies including, but not limited to, late fees liens and foreclosures.

Resolution

Whereas powers have been granted to the Association to govern, manage and administer the Project by Article II of the Declarations, Covenants, Conditions and Restrictions and

Whereas authority has been granted to the Board of Directors of the Governor's Abbey Homeowners Association to "adopt, publish and enforce rules and regulations governing the use of the common elements and facilities thereon and to govern the personal conduct of the members and their guests thereon and to establish penalties for the infraction thereof" by Article VII, Section 1 (a) of the By-laws.

Therefore, the Board of Directors of the Governors Abbey Association, Inc. hereby resolves to adopt, the Rules and Regulations for the safety of the residents and the property and to protect, promote and enhance the character of the Association.

These rules, adopted on May 15, 2017 shall supersede all previous rules of the association.

Please send all assessments, maintenance requests, complaints and correspondence to:

Capitol Hill HOA Management Company
400 South Colorado Blvd., Suite 360
Denver, CO 80246
keithchillmng@gmail.com
Phone: (303) 320-1660