

TOWNE SQUARE CONDOMINIUMS – RULES AND REGULATIONS

January 5, 2004

I. GENERAL INFORMATION

A. Classification of persons authorized to use the common areas and facilities.

1. **ADULT RESIDENT** – Owner or lessee and family members who are 18 years of age or older. The owner-of-record of any Unit not leased to third persons shall be deemed to be the owner-resident of such Unit.
2. **JUNIOR RESIDENT** – Persons who live full time in an owner's or lessee's Unit and are less than 18 years of age.
3. **RESIDENT GUEST** – Adults staying overnight in the Unit of a resident shall be entitled to utilize Common Element facilities, during such occupancy, as if they were a resident. The involved Unit resident shall be responsible for ensuring that such resident guest(s) shall abide by Towne Square Lofts Rules and Regulations.
4. Non-resident guest may only use common area facilities while in the company of a resident.

B. Access Privileges.

1. Residents and their resident guests shall be entitled to access and use their respective Unit and the Association's Common Elements as provided in the governing documents, except to the extent that such access has been barred by any court of record, or to the extent that any privilege has been suspended by the Association for cause and/or is otherwise restricted by specific policies, procedures, rules and regulations promulgated by the Association in the furtherance of its obligation to regulate the Project in the best interests of all owners.
2. Non-resident owners shall be entitled to access guest parking and other parts of the Project only for the purpose of entering a Unit they have leased to a third person; to access their unleased parking space; as the guest of another resident; or, for the purpose of conducting Association business. Except as provided, herein, General Common Elements may not be used by non-residents.

C. Purpose of Rules.

1. These rules are designed to protect the common interest of each homeowner and collectively assure the rights of all homeowners.

II. ALTERATIONS

Except for front-door wreaths and holiday decorations nothing shall be hung or placed upon any of the General Common Elements or areas which are Limited Common Elements, which would or might create an unsightly appearance. Alterations shall only be effected in accordance with the Alteration Policy of the Association. Failure to comply with any Alterations Policy provision may result in the imposition of an assessment penalty of \$100 per incident, after notice and an opportunity to be heard, unless specifically waived by the Board.

III. BARBEQUE COOKERS AND GRILLS

Article UFC 1994 Section 1105.5.1.1 of the Denver Fire Department Code prohibits the use of other than electric barbeque cookers or grills in our Units or on our balconies – except for propane

cookers or grills with a gas container capacity of one pound or less of L.P. gas. Propane bottles may not be stored inside the Unit at anytime.

IV. BICYCLES

Bicycles of residents may be taken to their individual Units. When bicycles are taken to individual Units they must be maintained within such Unit and may not be kept on Limited Common Element balconies. The elevators may be used but care should be taken to not inconvenience other occupants nor damage the elevators.

V. BUSINESS OR COMMERCIAL ACTIVITY

Business or commercial activity is prohibited by Towne Square Lofts DECLARATION. Such prohibited activity shall include all for profit efforts – conducted within or from any Common Element, and all for-profit efforts conducted within or from any Unit on the Project – which involve on-premises employees or other than occasional visits by actual or prospective clients or customers.

VI. BYLAW, DECLARATION, AND RULE VIOLATIONS

- A. The Association's Board of Directors may suspend any Unit's privilege of using some or all General Common Element facilities (other than those required for free access to and from such Unit), and/or impose assessment penalties against any Unit, whose occupants or guests violate any Bylaw, Declaration or Rule provision.
- B. Except as specifically provided in these Rules and Regulations, no assessment may be levied against a Unit unless prior written notice, that specified activity is in contravention of particular provisions of the governing documents, has been given to the occupants of such Unit and a copy of said notice also has been mailed to the Owner of the involved Unit – when such Unit is occupied by someone other than the Owner. Such notice shall direct the alleged violator and/or responsible Unit Owner to appear before the Board and show cause why the General Common Element usage privileges of the Unit should not be suspended, in whole or in part, and/or why a monetary penalty should not be assessed. Notice of all alleged additional or like violations shall be given in the same manner. Determination with respect to whether or not a particular activity or occurrence constituted a violation of the governing documents shall be made by the Board of Directors of the Association and shall be final. Failure to appear, pursuant to notice, or to submit a written request for an alternative appearance date shall be deemed an admission of the alleged violation and the Board may impose such privilege suspensions and/or monetary penalties as shall appear appropriate.
- C. The assessment for "additional or like violations," for which no specific penalty is provided, shall be \$25.00 for the first such additional or like violation, \$50.00 for the second such violation and \$100.00 for all subsequent violations. All penalty assessments, including specifically provided assessments, shall be payable with the monthly Association dues and, if unpaid when due, shall become a lien against the Unit.
- D. Violations of these rules may be reported to the Board of Directors, in writing, by staff, any owner, or any non-owner resident. Where deemed appropriate the Board will advise the responsible Unit resident and/or owner, in writing, of the alleged violation.

VII. USE OF GENERAL AND LIMITED COMMON ELEMENTS

- A. Each Owner may use the General and Limited Common Elements in accordance with the purposes for which they are intended, so long as such use does not hinder or encroach upon the lawful rights of the other Owners. But, such Elements may not be subjected to excessive use by an Owner or his agents, contractors, employees, invitees, guests or tenants. The common driveways, elevators, entrances, halls, lobbies, sidewalks and stairways, shall not be obstructed. Loitering in these areas is not permitted.
- B. Parking areas, the lobby, sidewalks, driveways, entrances, halls, elevators, stairways, garages and passageways shall not be used as recreation areas. Bicycling (except to enter or leave the garage), roller blading, skating, skate boarding or the use of other equipment causing high-unit pressure to the surface is not permitted in these areas.
- C. Vehicles operated by other than eligible owners, current residents or their on-premises guests shall not enter the Association's General Common Element garage facility without specific authorization from the Board or Manager.
- D. Vehicles may not be washed, waxed, etc., nor repaired on the premises, except for emergency repairs.
- E. Elevators: All oversized items, including large carts and dollies, etc., are to be moved in the north elevator only. And, such items must be moved from and to the north elevator via the garage. Use of the north elevator for carrying large items must be pre-scheduled and may be used only under the supervision of the Management. The north elevator should be reserved at least 24 hours in advance. Failure to obtain a confirmed reservation may result in significant delay in obtaining access to the north elevator.
- F. No work of any kind shall be done to the exterior walls or to the general common areas except as authorized by the Board.
- G. Residents shall exercise reasonable care to avoid causing disturbing noises.
- H. Any damage to the General Common Element areas or other common Association property caused by a Unit owner, resident, family member, guest or invitee shall be repaired at the expense of that Unit.
- I. The rights and privileges of other Residents must be respected in any use of the recreational and social facilities of the common areas. Use of such facilities by Residents and their guests is at their own risk.
- J. Appropriate dress and footwear must be worn in the first floor lobby at all times. Appropriate dress and footwear are required in the elevators and all other common areas.
- K. Residents are responsible for the disposal of all large items including but not limited to washers, dryers, television sets, furniture, etc. Management may, at the request of a Unit Owner, and at management's discretion, arrange for the disposal of such items, but all costs associated with such disposal will be the sole responsibility of the unit owner.
- L. The Association assumes no liability, nor shall it be responsible, for any loss or damage to any articles stored in General Common Element areas.

- M. No littering of paper, cigarette butts, or trash is allowed. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- N. No goods or materials of any kind or description which are combustible or would increase fire risk shall be taken or placed in a unit. Resident shall refrain from storing gasoline, cleaning solvent and other combustibles in the unit.
- O. Garbage is not to be placed outside of door in hallway at anytime. Items too large to fit in the trash dumpster should be disposed of by the Resident and should never be left beside the trash dumpster.
- P. Balcony or patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing or other items shall be stored, hung or draped on railing or other portions of the balcony or patio. Unsightly items must be kept out of vision. No motorcycles are allowed to be parked on patios.
- Q. Moving boxes should not be left at entrances, hallways, patios, breezeways or common areas at anytime. Boxes should be broken down before discarded into trash dumpster.

VIII. CONTRACTOR/RENOVATION GUIDELINES

- A. Any renovations to a unit must be approved by the HOA Board of Directors prior to commencing the work.
- B. No hard surface flooring shall be installed in a living room or bedroom in units above the 2nd floor.
- C. Working Hours: Shall be from 8:00 a.m. to 5:00 p.m., Monday through Saturday only. No resident or contractor construction activity is allowed in the building on Sunday.
- D. To protect the common area hallway carpets, prior to the start of work each morning: plastic sheeting/runners must be laid in the common area hallway from the unit door to the north elevator. The plastic sheeting/runners must remain down at all times when contractors are working in the unit. The plastic sheeting/runners must be rolled up and removed each day prior to the contractor(s) leaving at 5:00 p.m.
- E. The north elevator should be reserved at least 24 hours in advance for movements of materials, etc. It is the responsibility of the resident to make such advance reservations. Failure to obtain a confirmed reservation may result in significant delay in obtaining access to the north elevator. However, unnecessary or excessive reservations are not permitted.
- F. A resident or contractor who reserves the north elevator has a priority usage of the north elevator but not an exclusive right to the north elevator.
- G. Exterior Unit doors must be kept closed when work is being done in a Unit.
- H. All excess materials, debris and trash must be hauled away by the contractor. No materials, debris or trash may be disposed in trash dumpster.
- I. Appropriate clean up shall be the responsibility of Owners and their Contractors. Any dirt, sawdust, or other material tracked or spilled in elevator or on hallway carpeting must be cleaned

up immediately. Also, all involved hallways, garage, elevator, lobby or other Common areas must be cleaned up at the end of each day.

- J. Fire Alarm System: No smoke detector may be removed or taken apart without prior Association approval.
- K. An Owner contracting to have work done in their Unit assumes full responsibility for:
 - 1. Compliance with the Towne Square Lofts Alterations Policy.
 - 2. Damage to the common areas or other Association costs arising from the activity.
 - 3. Obtaining confirmed reservations for the Use of the north elevator.
 - 4. Having workers check with the Management to clarify rules before work begins and having permits as necessary.
 - 5. Ensuring that workers, materials and tools are brought to the north elevator.
- L. Penalties: Violation of these rules may result in the assessment of penalties against the Unit Owners and Contractors including, but not limited to, the suspension or termination of a Contractor's further access to the building.
- M. Before a Contractor may begin work in any Unit, the Contractor must furnish to the Association adequate proof of liability insurance and workmen's compensation coverage.

IX. DELIVERIES

- A. Deliveries requiring the use of the north elevator shall be completed between 8:00 a.m. and 5:30 p.m., Monday through Saturday. Advance arrangements for use of the north elevator must be made with the Management's Office.
- B. Damages to Common areas or other Association expense caused by a Delivery shall be assessed to the involved Unit.

X. LEASING OF UNITS

- A. An Owner of a Unit may lease or rent (hereafter lease) such Unit for only private, residential purposes, except no Unit shall be leased for transient or hotel purposes, and no Unit may be leased for a term of less than twelve months. No less than the entire Unit may be leased at any one time. Every lease shall be in writing and shall provide that the terms and provisions of the lease and the conditions of occupancy thereunder by all tenants shall be subject in all respects to the governing documents of the Association; and that any failure by the tenants to comply with the terms of such documents shall be a default under the lease. All adult residents of a leased Unit must be named in the governing lease and a copy of such lease must be on file with the Association.
- B. Owners leasing their Unit are responsible for the actions of their tenant, including but not limited to damages to the common areas, inappropriate behavior and any and all charges assessed against the Unit. This includes move in and move out fees, excess parking penalties and assessments for rule violations, etc.

XI. MOVING PROCEDURES

- A. Only the north elevator shall be used for moving. Advance arrangements for the use of that facility must be made with the Manager's office. Approved advance reservations of the north elevator may be made only by Owner(s) or named Lessee(s), after a copy of the executed lease is provided to the Management.
- B. A resident who reserves the north elevator has a priority usage of the north elevator but not an exclusive right to the north elevator.
- C. The Management's office shall establish and maintain a move-in/move-out log to provide a record of such activities.
- D. Moves shall be completed between 8:00 a.m. and 5:30 p.m., Monday through Saturday.
- E. No move in or out of the project, or internal move by an Owner or Tenant, may be commenced until the Association has received a \$500 moving/damage/cleaning deposit including a nonrefundable \$75 moving fee. Out of that fee the Association will provide a qualified person for up to four hours to help facilitate the move by monitoring the loading area and north elevator access. For moves, which require more than four hours, the Association shall collect from the Owner/Lessee an additional sum of \$25.00 per hour to pay for additional monitor time. Sums for additional monitor time may, at the Association's discretion, be withheld from the moving/cleaning/damage deposit.
- F. The \$500 moving/cleaning/damage deposit, but not the \$75 moving fee, will be refunded to the Owner/Tenant within five days of the move – and a joint inspection by the Owner/Lessee of their agent(s) and the Management's office – if there are no apparent damage, cleaning or other Association claims.
- G. In the event of damage or cleaning claims, the Association shall hold the deposit until the cost of repairs and/or cleaning can be resolved. The Management office shall be authorized to effect as settlement agreement with the involved party, as to any damage or cleaning claims, if such claims are less than the deposit, at any time within five days of the move giving rise to such claims. If cleaning service is performed by the Association, or at its direction, costs shall be assessed at a rate of sixty dollars (\$60) per hour, subject to a minimum charge of thirty-five dollars (\$35).

XII. PARKING – INSIDE

- A. Motor vehicles shall be parked within marked Limited Common Element parking spaces assigned to designated Units. No more than one vehicle per parking space shall be allowed. Provided, however, that not more than two motorcycles or other two or three-wheel motorized vehicles may be parked in a single space if both can be accommodated within the yellow lines. Safety is of paramount consideration. Traffic flow markings and signs regulating traffic on the premises shall be strictly observed. Vehicles with excessive fluid leaks represent a threat to the integrity of the Urethane seal on the garage floors. Owners of such vehicles will receive written notice giving them ten days to correct the problem. If not corrected within ten days, the owner of the responsible Unit will thereafter be assessed the sum of \$25.00 per day until the problem is resolved.
- B. A non-resident owner who has an unleased parking space may personally utilize such parking space. Also, any resident having unused interior parking space may make it available to

resident guests. But, except as provided herein, vehicles operated by other than current residents shall not enter the Association's General Common Element garage facility without specific authorization from the Board or Manager.

- C. Personal property, other than vehicles and vehicle tops, may not be stored within or around Unit parking spaces. Such items, including batteries, battery chargers, car top carriers, tires, etc., constitute violations of the fire code. Such articles will be removed by management and if not claimed within 30 days, will be disposed of.
- D. Resident, non-resident, owner and guests may not store and/or park any trailer, mobile home, camper, boat or any other recreational item or vehicle, commercial or public vehicle, mini bike, go-cart or off-road vehicle on premises.
- E. Vehicles may not be washed or repaired on the property. This includes changing of oil, adjusting the brakes, and installing stereos or any minor repairs. The Owner, to prevent damage to pavement, must clean up any leaks of oil, transmission fluid, etc. If Management has to clean up any such spills, the car's Owner will be charged accordingly.
- F. Car/vehicle covers are prohibited.
- G. No junk cars, unlicensed or inoperative vehicles are permitted on the property.
- H. In addition to the foregoing, Management/Owner reserves the right to tow any vehicle in accordance to state statutes.

XIII. GUEST PARKING

- A. The exterior surface parking area located along the southeast portion of the property is primarily available for the temporary use of guests, residents, staff and contactors.
- B. The exterior surfacing parking area located along the southeast portion of the property is primarily available for the temporary use of guest, residents, staff and contractors.
- C. No Unit may utilize the guest parking facilities in excess of three (3) days maximum in any calendar month without incurring an excess parking assessment; and no individual guest of a Unit may utilize the guest parking facilities in excess of seven (7) days maximum in any calendar month without an excess parking assessment. The excess parking assessment will then be (\$10) dollars per day and will be assessed against the responsible Unit for each additional day of parking in a calendar month starting with the fourth (4th) day for Unit usage and the eighth (8) day for guest usage. Such assessment shall be payable with the monthly association dues; and, if unpaid when due, shall become a lien against the Unit.
- D. Guest(s) may not park in parking garage.

XIV. PETS

- A. Except for guide dogs, non-owners may not bring or keep any animals, livestock, reptiles or birds on any part of the Project. Owner-residents may keep a maximum of two pets in their Unit. Pets can be domesticated birds, cats and (excepting guide dogs) dogs, with a combined weight not to exceed 80 pounds, which they own, in their Unit. Unit Owners shall be responsible for any injury or damage caused by any animal kept in their Unit.

- B. Except for guide dogs, animals are not permitted in the entrance lobby or spa area.
- C. Pets must be carried or be on a leash at all times when in the common areas. Pet owners shall clean up in the event of “accidents” in common areas.
- D. Except for guide dogs, only dogs of 80 pounds or less that belong to resident Owners are permitted in the building. In no event may dogs be allowed to run loose in the garage or other common areas.
- E. Pets may not be left unattended in Units for unreasonable periods of time. No animal shall be tied or chained to any balcony, or other part of a Unit, and any such animal so tied or chained may be forthwith removed by the Association or its agents without notice.
- F. All pets must be on leash when they are outside.

XV. SPA RULE

- A. The spa is to be used between the hours of 8:00am to 10:00pm
- B. The spa is reserved exclusively for the use of Resident. Resident must accompany their guest. No more that two (2) guests should be invited per Resident.
- C. Resident and their guest must abide by all rules posted in or around the spa area and should observe the warning signs placed in or around the spa area.
- D. Residents may gain access to spa area with spa key.

XVI. SECURITY

- A. Each Unit shall provide the Association with the key or access code necessary to gain entry in the event of emergency.
- B. The Association and its authorized representatives shall have the right to enter into or upon the Limited Common Elements and each Airspace Unit as necessary or appropriate for the performance of the duties and functions which they are obligated or permitted to perform.
- C. All residents need to be alert and aware of the need for building security. Do not allow anyone to enter with you, or allow them in by buzzer, unless they are properly identified.
- D. Please notify the Management when you are leaving for vacation.

XVII. SHOWING OF UNITS

Owners may show their Units to prospective purchasers at any hour as long as such activity does not cause a disturbance or annoyance to other residents. No open house signs may be displayed on Common Element facilities.

XVIII. SMOKING

Smoking is permitted only in individual Air Space Units, on the balconies appurtenant thereto and on common element area outside of the building (except in the spa).

XIX. NOISE AND CONDUCT

- A. All musical instruments, televisions sets, stereos, radios, etc., are to be played at a volume which will not disturb other persons. Residents shall not make or allow any disturbing noises in the apartment by resident, family, or guest.
- B. Resident shall be responsible and liable for the conduct of his/her guest.
- C. Resident agrees to abide by rules and regulations established for use of recreational, health, and service facilities on the property.
- D. Resident shall not display any signs or markings on Unit.

XX. ANTENNAS

- A. This rule applies to video antennas which include a “dish” antenna of one meter (39.37 inches) or less in diameter designed to receive satellite service, an antenna that is one meter or less in diameter designed to receive wireless cable services, and an antenna that is designed to receive local television broadcast signals.
- B. Placement of the antenna is restricted to the antenna user’s exclusive use area. “Exclusive use” means an area of the property that only the user may enter and use to the exclusion of other residents. An example of the exclusive use area would include a balcony, terrace, deck or patio. Placement of the antenna cannot extend beyond the user’s exclusive use area. Placement of the antenna must be wholly within the exclusive use area, such as the balcony or patio.
- C. If the user does not have an exclusive use area, the user may not install an antenna.
- D. Installation of the antenna cannot include drilling through an exterior wall or floor to run cable into the condominium and cannot include drilling into a patio or a balcony floor, or attachment to a patio or balcony railing.

XXI. SUSPENSION OF COMMON ELEMENT PRIVILEGES

Except as otherwise provided herein, the privileges of using the general common elements, may be suspended, in whole or in part, for cause, by specific action of the Board of Directors.

XXII. LOBBY ACCESS

Guest(s) and delivery personnel may gain access to the Unit via the telephone entry panel. A guest can enter the property by calling your Unit directory from the telephone entry panel. A guest can locate your four digit code number by locating your last name on the directory panel. Instruct your guest to dial your four digit code number – this will ring your telephone as a normal phone call. Answer your phone and press “9” if you wish to allow your guest to enter.

XXIII. MAINTENANCE RESPONSIBILITY

Towne Square Lofts will generally maintain and repair the General Common Elements. However, the Owner of each Airspace Unit is responsible for the maintenance and repair of the Airspace Unit

and certain Common Elements associated therewith as provided by the Condominium Documents. The following are illustrative but not necessarily exhaustive examples of Owner Responsibility:

Airspace Unit cooling and heating units.

Airspace Unit drain lines to the point where they enter the common drain, some of which is behind the wall.

Airspace Unit hallway doors and screens.

Electrical, telephone and TV cabling within the Airspace Unit.

Exhaust fans and ducts.

Kitchen appliances and disposal units.

Lighting fixtures, switches and receptacles.

Maintenance or painting costs associated with an Airspace Unit's balcony enclosure.

Plumbing fixtures, flushing mechanisms and faucets.

Windows, including glass and screens.

Where damage is covered under a Casualty Insurance Policy carried by Towne Square Lofts, any deductible is the responsibility of the Airspace Unit Owner from which the damage originated.

MANAGEMENT

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