

EMERSON PLACE CONDOMINIUMS

CODES FOR COMMUNITY LIVING

(Adopted December 18, 2002)

These Codes for Community Living ("Codes") are for Emerson Place Condominiums ("Project") and are adopted by the Emerson Place Condominium Association ("Association") pursuant to the Declaration of Emerson Place Condominiums ("Declaration") and the Articles of Incorporation ("Articles") and Bylaws of the Association.

All Units and Common Elements are to be used and enjoyed subject to the following Codes. The objectives of these Codes are to keep the Project safe, orderly and attractive for the enjoyment of the people who live here. The Codes help implement the Declaration and constitute the rules and regulations of the Executive Board (the "Board"). The Board reserves the right to adopt such other rules and regulations from time to time as it feels necessary.

SECTION 1 - DEFINITIONS

Unless otherwise indicated, all terms used in these Codes shall have the same meaning as is stated in the Declaration or in the Colorado Common Interest Ownership Act ("CCIOA"). As used herein, Common Areas shall mean the General Common Elements, as defined in the Declaration.

SECTION 2 - RULES AND DUTIES

2.1 An owner shall permit the Association and its agents, at all reasonable times, on notice except in cases of emergency (when no notice is required) to enter the Owner's Unit for purposes of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts existing in the Unit for service to another Unit or the Common Areas, or for the purpose of maintaining, repairing or renewing Common Elements or other assets of the Association, or for good cause shown, for the purpose of ensuring that the Bylaws are being observed.

2.2 An Owner shall promptly carry out all work that may be ordered by any competent public or local authority in respect of such Owner's Unit other than work for the benefit of the Association generally, and pay all taxes, charges and assessments that may be payable in respect of the Unit.

2.3 An Owner shall repair and maintain such Owner's Unit, including windows, doors and areas exclusively for the use of the Unit, and keep it in a state of good repair. Each Owner of a Unit with a skylight existing as of the date of the Declaration agrees to maintain and repair such skylight and the seal between the skylight and the roof diligently to assure that no water leaks into such Unit or other Units. All Owners are prohibited from installing any new skylights in any Unit in addition to those existing as of the date of the Declaration.

2.4 An Owner shall use and enjoy such Owner's Unit and the Common Areas and other assets of the Association in such a way as not to unreasonably interfere with the use and enjoyment by the other Owners, their families and guests, of their Units and the Common Areas.

2.5 An Owner shall not use the Unit, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a Unit, whether an Owner or not.

2.6 An Owner shall notify the Association promptly of any change of ownership or of any mortgage or lease transaction with respect to the Unit.

2.7 An Owner shall strictly comply with the Bylaws of the Association and all valid rules and regulations adopted from time to time by the Executive Board.

2.8 An Owner shall receive the written permission of the Executive Board before undertaking alterations to the structure of the Unit.

2.9 An Owner shall keep no pets other than the following, unless the Owner first obtains the written permission of the Declarant or the Executive Board: not more than two (2) domestic cats, not more than two (2) dogs that weigh no more than fifty pounds each, birds, or fish in an aquarium not larger than 30 gallons. Owners will be held responsible for any mess or damage created by their animals in the Common Areas.

2.10 An Owner shall preserve the exterior aesthetics of the Project by carefully choosing the color and appearance of window coverings inside the Unit. The Executive Board reserves the right to regulate the external appearance of such coverings on a fair and reasonable basis. No Owner shall alter the exterior appearance of the Project by making any changes or additions to the balconies.

2.11 An Owner shall not permit any unsightly article (determined on a reasonable basis by the Executive Board as the need arises) to remain in or visible to a Common Area after notice from the Executive Board, nor repair or do maintenance work (other than minor and short-term) on automobiles or other vehicles on or adjacent to the Property.

2.12 An Owner shall obey parking regulations and laundry room regulations posted from time to time by the Executive Board.

2.13 All Owners shall take reasonable steps to protect the security of the Project from criminal activities, including without limitation keeping the exterior doors to the Project locked at all times.

2.14 No Owner or any other person is permitted access to the roof without the advance permission of the Executive Board or property manager.

SECTION 3 - ENFORCEMENT OF CODES BY THE ASSOCIATION

3.1 The Board shall be responsible for enforcing the foregoing Codes, pursuant to the rules herein and any duly adopted rules and regulations of the Association.

3.2 If any Owner or Person fails to comply with any such provision, a member of the Executive Board, when appropriate, may, but is not obligated to, telephone the Owner to discuss the noncompliance. This call shall serve as a courtesy reminder, as it is the intention of the Executive Board to try to resolve problems of noncompliance in a cooperative and neighborly manner. This call shall be in addition to, but not a prerequisite of, notice of the noncompliance pursuant to the Codes.

3.3 In these Codes, a "Violation" means an act of non-compliance with a provision set forth in the Codes or of a provision of the Association Documents, which continues for a period of at least 24 hours after the non-complying Person receives written notice of the Violation. Each consecutive 24-hour period following the Hearing during which the non-complying Person fails to comply with these Codes or of a provision of the Association Documents shall be considered an additional Violation.

SECTION 4 - APPEAL

4.1 Any Owner may appeal a decision or action of the Executive Board to the Executive Board by giving written notice to the members of the Executive Board if appropriate, within ten days after such decision. The Executive Board will hear the appeal and decide whether the decision or actions imposed previously by the Executive Board should be affirmed, reversed or modified.

SECTION 5 - PENALTIES

5.1 Owner Responsibility: Each Owner shall be responsible for his or her own Violations and for the Violations of all his or her family, guests and invitees (a "Related User").

5.2 Notice/Hearing: Except as may be provided elsewhere in these Codes:

5.2.1 Prior to the levying of Fines, Persons liable for the payment thereof must be provided notice and an opportunity to be heard ("Hearing"). Each Violation must be substantiated by written documentation from one of the following: (a) the manager, if any, (b) a member of the Executive Board, or (c) an Owner and delivered to a member of the Executive Board.

5.2.2 Persons entitled to a Hearing shall have the opportunity to be heard at the next regularly scheduled meeting of the Executive Board, or at such meeting as may be scheduled by the Executive Board at a date and time no more than sixty calendar days after such Person's receipt of the notice. All Hearings shall be held within reasonable proximity of Emerson Place Condominiums at a location set forth in the notice.

5.2.3 Notice of Violations required to be given shall be given to the following persons:

(a) In the case of a Violation of these Codes by a Related User of an Owner and the Owner resides at the Unit, Notice shall be given to the Owner of the Unit.

(b) In the case of a Violation of these Codes by a tenant or a Related User of a Tenant or Owner and the Owner does not reside at the Unit, Notice shall be given to the Tenant and the Owner of the Unit.

(c) In the case of a Violation of these Codes by an adult residing at the Unit, Notice shall be given to such adult and also to the Owner of the Unit.

5.2.4 All notices required to be given under these Codes shall be in writing and shall be deemed given when delivered personally or when deposited into the United States mail, sent first-class postage prepaid, return receipt requested, and addressed to the receiving party as follows:

(a) If to an Owner, to his or her Unit, or such other address as may be delivered, in writing, to the President or Secretary of the Association; and

(b) If to a Tenant or an Related User, to the Unit where he or she resides.

5.2.5 In the event a Violation is cured prior to the Hearing and this is the first Violation of a particular rule, no further action will be taken by the Executive Board.

5.2.6 In the event any person entitled to a hearing fails to appear, he or she will be presumed to have acknowledged the Violation and will be subject to all penalties for the occurrence of the Violation.

5.3 Fines:

5.3.1 After notice and an opportunity to be heard, persons responsible for the Violation shall be subject to the following schedule of Fines:

(a) For the first Violation - \$25;

(b) For the second Violation - \$50;

(c) For the third and subsequent Violations - \$100 per Violation.

5.3.2 Each Owner shall be personally liable for all Fines assessed against the Owner and against such Owner's Related User.

5.3.3 Each adult residing within the Project shall be personally liable for all Fines assessed for the Violations of their dependent minors and guests or invitees of any one residing at the Unit.

5.3.4 Interest will accrue on all Fines not paid within ten (10) days of the date levied at the rate of 18% per annum.

5.4 Towing:

5.4.1 At any time, and with no prior Notice of Hearing to any person, the manager, if any, or a member of the Executive Board may cause any vehicle parked or stored within the Common Area in a manner which constitutes a Violation, to be removed from the Common Area.

5.4.2 The owner of the towed vehicle will be responsible for paying all towing and vehicle storage fees. Charges for towing are in addition to any Fines that may be assessed.

5.4.3 Excepting only the owner of the towed vehicle, no person will be responsible for damages caused by the towing of a vehicle.

5.4.4 Owners and Related Users shall be jointly and severally liable for all costs incurred by the Association in towing a vehicle, as if the same were Fines, all as more particularly described in Rule 5.3 above.

5.5 Other Remedies of the Association:

5.5.1 In addition to any monetary penalties the Association may assess an Owner or other person, the Executive Board, may at its option, after notice to the Owner and an opportunity to be heard pursuant to the provisions of this Rule 5, enter the Unit at reasonable hours and, in a reasonable and workmanlike manner, make any corrections required for a Unit to comply with the Declaration or these Codes.

5.5.2 The cost of maintenance referred to in Rule 5.5.1 above shall be assessed against the Unit as an Assessment and will be added to and become part of the Assessment for which the Owner is liable, and to which the Unit is subject, under the Declaration, and pursuant to Rule 6.

5.6 Release; Indemnification: The Association assumes no responsibility to any person for the loss or damage to persons or property (whether real or personal) occurring within Emerson Place Condominiums and which may be caused by, or in any way related to, the Association's exercise of the remedies granted to it by these Rules or by the Declaration. All Owners and Related Users having committed a Violation, or who by these Rules are responsible for a Violation, will have expressly waived any such claims and do further agree to hold the Association harmless from and against any and all claims for damages or injury arising from or in any way related to the Association's enforcement of these Rules or of any provision of the Declaration.

SECTION 6 - COLLECTION OF FINES AND REIMBURSEMENT ASSESSMENTS

6.1 Reimbursement Assessments: Any fine, late charge or other monetary charge or penalty levied by the Association shall be collectible as an Assessment.

6.2 Application of Owner's Payments: Payments received from Owners shall be applied to the Owner's account in the following order:

(a) Attorneys' fees and costs incurred by the Association and for which the Owner is responsible;

(b) Interest which has accrued on all unpaid amounts;

(c) Fines, late charges, Default Assessments or other monetary charges or penalties levied by the Association or incurred by the Owner pursuant to the Association's documents or these Rules;

(d) Past due Special Assessments;

(e) Past due Assessments;

(f) Current Special Assessments;

(g) Current Assessments.