

# Charline Place HOA

## Charline Place Homeowners Association Rules and Regulations

These rules are designed to protect the value of our investments in the Charline Place and to ensure that living standards in our community remain safe, peaceful and comfortable. Living together necessitates specific courtesies towards neighboring occupants. Please remember that these restrictions are implemented to be mutually beneficial to all neighbors.

The following rules do not supersede the Articles of Incorporation, the Association By-laws, the Declarations or any other legal obligations. Objectionable behavior is not acceptable even if it is not specifically covered in the rules. Violations by guests, employees, children, or pets are the responsibility of the occupant and/or owner.

Complaints of violations of these Rules and Regulations should be directed to the managing agent, not to the Board of Directors or the officers of the Corporation. Violators are subject to injunction and/or liability for damages, attorney fees, and other costs incurred by the Association.

### Definition:

Occupant: a person or persons in possession of a unit regardless of whether said person is an owner or renter.

### Fines for Violation of these Rule and Regulations:

1<sup>st</sup> Offense results in a written notice. 2<sup>nd</sup> offense results in a \$25.00 fine. 3<sup>rd</sup> offense results in a \$50.00 fine. 4<sup>th</sup> offense results in a \$100.00 fine. Legal action will then be taken for some violations. All fines will be billed to the unit owner responsible.

Complaints for offense(s) must be in writing sent to the management company and/or submitted to the Board.

### Unsightly or Offensive Conditions:

- A. No condominium shall be occupied except for private residential purposes.
- B. No business, profession, or other activity conducted for gain shall be carried on within or from any condominium (except as is consistent with the city codes of Denver and in such a manner as it is not noticeable from any point outside of the unit.)
- C. Nothing shall be done or kept in any condominium unit or in or on the common elements, which would result in the cancellation of the association insurance or increase the rate of the insurance.

- D. No hazardous, noxious or offensive activity shall be carried on, nor anything done in a condominium or upon the common property tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighbors or neighborhood.
- E. No annoying lights, sounds, or odors shall be permitted to emanate from any condominium.
- F. No ashes, trash, rubbish, garbage or other refuse shall be stored or deposited anywhere in the common areas or outside of any unit including the gutters. Trash must be properly placed inside the dumpster. If the dumpster is full, trash must be properly bagged, tied and set next to the dumpster for trash collection. Refrigerators and air conditioning units may not be disposed in the dumpster regardless of whether they fit inside the dumpster or not. Units will be fined \$30 or going rate for such occurrences.
- G. No personal property may be stored outside the units in common areas. No unsightly objects may be stored in or on these areas. No dogs or animals can be kenneled on a balcony, patio or common area, indoors or out.
- H. No condition, which is inconsistent with the design integrity of Charline Place that is visible on a patio or through a window, will be permitted. Such conditions which may be deemed unsightly include, but are not limited to: window treatments, draperies, shades, hangings, and articles on patios (including television antennas and satellite dishes.)
- I. Each owner shall keep the interior of his condominium unit, including interior walls, windows, glass, ceilings, floor, permanent fixtures and appurtenances in a clean, sanitary and attractive condition; in a good state of repair; and consistent with Denver County health codes.
- J. The Board of Directors must approve any remodeling which alters any common element. No work shall commence until the owner has obtained a construction permit from the City and County of Denver. (If in doubt, please ask the board or managing agent).
- K. No signs, advertising, billboards or unsightly objects shall be placed, erected or permitted to remain in or on a unit. No condominium unit shall be used in any way or for any purpose which may endanger the health, safety of life of any person or which may unreasonably disturb the other owners.
- L. No "For Sale", "For Rent", or similar signs shall be placed in or on, or displayed from any unit or any of the common areas. "Open House" signs are allowed, but only on the day of the event.

M. Window air conditioners and fans may not protrude beyond the window screen and must look presentable.

#### Household Pets:

- A. Pets are allowed to urinate only in the grassy area between the sidewalk and the street. Under no circumstance can pet excrement be left on lawns, gardens, walkways, hallways, or any common area, indoors or outdoors. Pet excrement must be cleaned up immediately and properly.
- B. When outdoors, pets must be kept on a leash or held by a person at all times. No pets shall be left unattended in any common area, indoors or outdoors, at any time.
- C. Pets may not cause a nuisance to the community in any manner including, but not limited to: Noise, odor, aggressive behavior, or damage to property.
- D. Pets may not be allowed to bark freely within individual condo units.
- E. Occupants are allowed to keep a maximum of two pets per unit.

#### Roofs:

Roofs are fragile. Nothing may be stored on the roofs next to balconies or outside windows. Protective barriers around balconies may not be crossed. Only authorized maintenance people are allowed on the roof. Any other person who steps on the roof is trespassing. Violators will be prosecuted.

#### Exterior Decorations:

The Board of Directors in writing must approve all exterior decorations of any size. No one may attach anything to the outside walls without approval.

#### Windows and Screens:

The unit owner is responsible for window screen and glass replacement.

#### Balconies and Patios:

Trash, tires, appliances, bikes, or similar items may not be stored on balconies or patios. Occupants must keep their balconies or patios neat and clean. Fireplace ashes are dangerous and cannot be stored. Unit owners are responsible for maintenance of balcony doors.

#### Barbecue Grills:

Denver fire code prohibits use of outdoor barbecue grills on patios above ground level.

#### Insurance:

Association insurance covers only the common elements. A separate condominium policy is required to cover the interior of the unit. An additional

owner or renter's policy is required to cover personal belongings. Floods and fires can travel from unit to unit. Separate owners' insurance policies may NOT cover damages or liability caused by or in neighboring units. (Read your condominium owner's documents for further clarification.)

#### Noise:

Sound barriers in walls and ceiling are limited. Occupants are responsible for controlling potential sources of noise in their units. (Be especially wary of your sound system – the bass carries through walls and floors.) Never allow doors to slam shut, especially at night. If you stand on your porch or any common area on a quiet night and speak in a normal voice, your neighbors will hear every word you say.

#### Moving in/Moving Out:

A move-in fee of \$50.00 will be assessed to both owners and renters for each move-in. The fee offsets costs of dents, scrapes and other damages to interior common areas, and removal of discarded items and packaging piled up by the dumpster. (Please be considerate of neighbors when moving in or out. Do not leave doors propped open unattended, or for any longer than is necessary.)

#### Trucks, RV and Boats:

No vehicles can be allowed on any grass/lawn area of the Charline Place property. Charlene Place has no on-site parking besides the city street.

#### Assessments:

All association dues are due and payable on the first of each month. Dues received after the 10<sup>th</sup> of the month will have a \$20.00 late charge assessed. Overdue fees will, in addition, incur at an interest rate of 18% per annum.

- After 30 days' delinquency, the owner will receive a reminder letter from the managing agent.
- After 60 days' delinquency, the owner will receive a written warning. If the owner does not respond to the warning within 10 days, a lien will be placed against said owner's condominium.
- After 90 days' delinquency, the association will initiate foreclosure on said owner's mortgage.
- No exceptions will be made for late fees and penalties.

(If for any reason you are unable to pay your dues in full, please contact the managing agent. The Board may be able to negotiate a payment plan for you and spare you a great deal of expense.)

#### Keys:

Owners are required to furnish copies of keys to their condominium and storage unit to the managing agent each time the lock is re-keyed. If the managing

agent's key does not work when access is required, the owner will be charged with any expenses incurred toward accessing the unit.

**Rentals:**

Owners who lease their units must submit their mailing address and phone number, and the phone number of their tenant, to the managing agent. The owner is required to provide copies of the latest Rules and Regulations to renters. The owner is ultimately responsible for any damages or violations caused by the renter.

**Rule Changes:**

The Directors of the Association reserve the right to change or revoke existing rules and regulations, and to make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety, cleanliness and good order of the premises, and for securing the comforts and conveniences of all occupants.