

LAKE PARK CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

The rules and regulations set forth in this document are effective March 3, 2009, and replace all previous Lake Park Condominium Association (LPCA) Rules and Regulations. Should a conflict arise, the provisions and rules in this document shall supersede any rules contained in the LPCA By-Laws, Articles of Incorporation and Declaration.

Emergency Procedures:

1. If an emergency arises that may cause damage to person or property, do the following:
 - Fire – call 911
 - Police or medical emergency – call 911
 - Northwest Denver Police non-emergency – call 720-913-2000
 - Roof leak – call 303-433-2325 during business hours. If it is outside of normal hours, follow the instruction given in the recorded message and a management representative will call you back.
 - Elevator – use the intercom in the elevator for direct access to Elevators Unlimited or call: 303-426-3231
 - Power failure – call Excel Energy at: 303-615-5000
 - Gas leak – call E-prime at: 303-308-6049
 - Individual unit plumbing and sewer stoppage is the responsibility of the owner and should be handled accordingly. Please note if plumbing needs to be done in your unit and the water needs to be shut off, the condo resident **MUST** place notices at each entrance notifying residents at least 24 hours before the water will be shut off with a timeframe when the water will be turned back on. Common of LPCA related issues should be directed to the Management Company.
 - If you are unsure of what to do and think an emergency exists, call the Management Company. Current Management Company information is posted inside the building.

OWNER DUES AND SPECIAL ASSESSMENTS

- 1) Monthly owner dues courtesy statements will be put under unit doors by the fifth (5th) of each month. Courtesy statements shall be mailed to off-site owners in the same time frame. Dues include: heat; water; sewer; snow removal; yard care; trash collection; building management and insurance; common area cleaning, repair, maintenance and upgrade.
- 2) Owner dues are payable on the first day of each month and are considered late if not **RECEIVED BY THE 15TH OF THE MONTH**. If owner dues are received after the 15th, a \$25 late fee shall be issued. Delinquent owner accounts shall be turned over to a collection or similar agency after 45 days of nonpayment. All legal and associated fees incurred by LPCA to collect past due monies shall be billed to and paid for by the delinquent unit owner.
- 3) All payments on delinquent owner accounts will be applied to the oldest outstanding balance on record. For instance, if an owner owes \$135 from the previous month and pays the normal dues of \$119 for the current month, the payment shall be applied to the previous month's balance. A resulting balance of \$135 and an additional \$25 late fee will result and shall be payable immediately.
- 4) Special assessments may be imposed on each unit in addition to monthly dues to pay for improvements or repairs to common areas. Payment of these assessments shall be handled in the same manner as set forth above.
- 5) All monthly owner dues, late fees and fines are the responsibility of the unit owner and shall be paid and mailed to the Management Company.

ENFORCEMENT AND PENALTY ASSESSMENTS:

- 1) These Rules and Regulations have been implemented to improve and/or preserve living conditions, to protect LPCA property, to enforce the LPCA Declarations, By-laws and Rules which are applicable to owners, tenants, guests and anyone in or on LPCA property.
- 2) Enforcement of these Rules and Regulations through the use of penalty assessments is the duty of the Board and/or Management Company.
- 3) Whether expressly stated herein or not, violation of any of LPCA Rules and Regulations is subject to the penalty assessment policy outlined below.
- 4) Penalty assessments levied shall appear on monthly owner ledgers. Failure to pay owner dues, late fees or penalty assessments within 45 days will result in legal action being taken against the unit and unit owner.
- 5) Penalty assessments shall be collected as regular monthly owner assessments. When an owner of record is assessed a penalty, the owner may request a hearing before the Board of Directors before the penalty assessment is enforced. The unit owner shall be given written notice of the penalty assessment and shall be given 10 business days to request a hearing. To request a hearing, the owner shall notify the management Company or a Board member within 10 business days of the penalty notice or late fee assessment. If done within 10 business days, all collection actions for the penalty/late fee will cease until the hearing is held and a decision is rendered. If the unit owner does not request a hearing during the allotted 10 days, the penalty assessment shall automatically take effect.

Penalty assessments shall be assessed as follows:

- First offense: written warning
 - Second offense: \$100.00 penalty assessment per violations
 - Third and subsequent offenses: Further action will be taken at the discretion of the board for failure to comply.
- 6) Owners are responsible for payment of penalty assessments incurred by their guests and tenants.

COMPLAINTS:

- 1) Only owners in good standing (all dues, late fees and fines completely paid) may make a formal complaint to the Board or Management Company except as otherwise determined by the board.
- 2) Only complaints submitted in writing and containing an owner signature will be considered by the Board.
- 3) Complaints shall be mailed to the Management Company or placed under a Board member's door.
- 4) Lessees or renters shall contact the owner of the unit to register complaints.

NOISE:

- 1) Quiet and respectful hours are 10:00 p.m. to 7:00 a.m. Please be considerate of your neighbors.
- 2) Excessive noise or loud music is not permitted at any time. If your stereo, television or party can be heard outside your unit door, it is too loud. **Owners should ask the offending unit to lower the noise level. If noise continues to be a problem, call the Northwest Denver Police Department at: 720-913-2000 and file a formal Police complaint.**
- 3) Failure to comply with the request of another owner or the Board to reduce the noise level or activity will result in the police being notified and a penalty assessment being issued.

GUESTS:

- 1) Owners are responsible for the actions of their guests and tenants everywhere on LPCA property. Any loud noise or unacceptable behavior in common areas or individual units by guests or tenants which disturbs other residents is strictly prohibited. Guest will be asked to leave LPCA property if unacceptable or unsafe behavior persists.
- 2) It is the unit owner's responsibility to educate guest and tenants on LPCA Rules and Regulations. Guest, tenants and guest of tenants must comply with LPCA Rules and Regulations.
- 3) The owner is liable for all fines and penalties assessed by the Board against their guests and/or tenants.

PARKING:

- 1) Residents must park in assigned spaces. Vehicles parked illegally in an assigned parking space will be towed without notice at the owner's expense.
- 2) Absolutely no parking is allowed in front of or around the dumpster. Violators will be towed immediately, fines are subject to a \$75 charge imposed by the trash removal company for restriction of access to the dumpster.
- 3) Guest parking is available in non-numbered or visitor spaces only and only for a period of 24 hours.
- 4) Vehicles shall not be parked in such a manner as to prevent access to building entrances or impede the general traffic flow through the parking lot.
- 5) Vehicles parked in the parking lot that are not in operating condition are subject to towing without notice. This includes but is not limited to: vehicles with flat tires, expired plates, expired emissions or any other defect which would deem the vehicle un-drivable or illegal to operate.
- 6) Residents must exercise caution and consideration for their neighbor's cars when parking. Any damage will be the responsibility of the offending person(s) not LPCA. Ultimate responsibility for damage will fall upon the owner of the offending parking space.
- 7) Storage of personal property in parking areas is prohibited. Such property will be disposed of without notice.
- 8) Repeated honking, loud noises and/or frequent car alarm violations are subject to fines.
- 9) Only persons whose vehicles display "handicapped plates, and or plaque are allowed to park in designated handicapped parking spots.

BALCONIES:

- 1) Throwing anything from balconies is strictly prohibited. This includes but is not limited to: cigarette butts, spitting, fireworks and trash.
- 2) Storage of pet waste, boxes, unused furniture, trash or items not in everyday use on balconies is not allowed. Only outdoor furniture is allowed on balconies. Everything else must be stored elsewhere.
- 3) No yelling, screaming or roughhousing is permitted on balconies or in the parking lot.
- 4) No charcoal grills are allowed on balconies, Other grills must meet the requirements of the City and County of Denver.
- 5) No carpeting may be laid or attached to the floor of balconies.

LAUNDRY:

- 1) Laundry hours are from 7:00 a.m. to 10:00 p.m.
- 2) Laundry rooms containing two washers and two dryers are located on the 2nd, 4th and 6th floors to the right of the elevator.
- 3) Residents are required to clean dryer filters and dispose of lint after each use in the trashcan.
- 4) Remove laundry from washers and dryers as close to the cycle ending time as possible.
- 5) Residents are responsible for cleaning up spilled detergent and other associated messes.
- 6) Laundry facilities are for owner/resident use only.
- 7) Absolutely no dyeing is permitted in washing machines.
- 8) Laundry room garbage containers are for related materials only. No household disposal of trash and newspapers are allowed in laundry rooms.
- 9) Report all non-functioning washers or dryers directly to Automatic laundry at: 303-371-9274. Please post an "Out of Order, Service Called" sign on the equipment in question.

PETS:

- 1) **Dogs and cats must be controlled on a leash when in common areas.**
- 2) Owners must remove pet waste immediately. No pet waste is allowed on balconies.
- 3) Owners and tenants must obey all laws concerning pets as required by the City and County of Denver.
- 4) Keep pets out of the garden near the main entrance.

COMMON AREAS:

- 1) Climbing on trees, cars or on the building is strictly prohibited.
- 2) No one is allowed on the roof without prior permission. The roof access door will remain locked at all times.
- 3) Personal yard and garage sales are not permitted without prior written Board approval. Subsequent to an approved sale, the owner must remove all items, articles and signs after the event.
- 4) Tampering with common areas is strictly prohibited. This includes but is not limited to: trees, shrubs, rocks, lawns, mailboxes, exit signs, emergency lighting, elevator, boiler, smoke detectors and fences.
- 5) No littering is permitted on LPCA property. This includes cigarette butts.
- 6) No storage of personal property is allowed in common areas including hallways, laundry, mechanical or storage rooms. Items stored in these areas will be subject to disposal without notice.
- 7) Consumption of alcohol is not permitted in common areas.
- 8) It is the responsibility of the owner to carry individual unit insurance.

SMOKING POLICY:

- 1) Smoking is not permitted in indoor common areas, stairwells, hallways, elevator, laundry rooms or storage areas.
- 2) Cigarette butts constitute litter and must be disposed of properly. Absolutely no throwing of lit or unlit cigarette butts is permitted from balconies.

SMOKE ALARMS:

- 1) Each unit must contain at least one operational smoke alarm that complies with all City and County of Denver applicable regulations.

TRASH:

- 1) The dumpster is for disposal of household garbage only. All trash must be placed inside the dumpster. If it is filled to capacity, secured/closed trash bags should be placed inside the fenced area of the dumpster.
- 2) No construction materials or large items are to be placed in or near the dumpster. Removal of such items is the responsibility of the renter/unit owner. The trash company will not pick up the following large items: televisions, furniture, couches, tables, chairs, appliances, etc. It is the responsibility of the owner/renter to have these items removed at their own cost. Failure to do so will result in a fine and payment of associated removal charges.
- 3) No trash is allowed outside the unit. If it becomes necessary for maintenance to remove trash, the unit will be charged a minimum removal fee of \$50.00.
- 4) No parking is allowed at any time around the dumpster area. Vehicles will be towed immediately, fines will be issued and charges may be levied by the trash removal company for restriction of access to the dumpster.
- 5) Stairwells, landings, roof, laundry rooms, storage rooms, hallways and other common areas must be kept clear of personal property at all times. This includes but is not limited to: grills, bicycles, wagons, furniture, trash and toys. Any personal property left in common areas will be removed without notice.
- 6) The space occupied by the dumpster is exclusively for access to the dumpster and is not to be used for any other purpose.

USE OF THE ELEVATOR:

- 1) Maximum elevator capacity is 1500 pounds.
- 2) No smoking is allowed in the elevator.
- 3) No oversized items or objects over 1500 pounds are allowed in the elevator.
- 4) Use of pads or other suitable protection is required to transport all large or odd shaped personal items.
- 5) Tampering with the elevator or improper use of the emergency call button will result in a fine.
- 6) If the elevator is inoperable, use the emergency call button in the elevator to report the problem or call Elevator's Unlimited at: 303-426-3231.
- 7) Use the stairs in the event of a fire. Do not use the elevator.

MAINTENANCE:

- 1) No owner or tenant shall install wiring for electricity, telephone, television, cable, antennas, satellite dishes, air conditioners or any other item on the building exterior except as expressly authorized in writing by the Board.
- 2) Window air conditioners are not allowed.
- 3) Remodeling of exterior structures is strictly prohibited without prior written Board approval. Examples include but are not limited to: installing a fireplace, adding on to the original structure of a room, porch, storm doors, patio doors, windows, satellite dishes, lighting fixtures, etc.
- 4) Maintenance and related repairs within each unit are the responsibility of the owner.
- 5) Screens, windows, balcony doors and sliding doors must be kept in good repair and in working condition at all times.

- 6) Absolutely no sheets, blankets, tin foil or other similar object may be kept in windows or used to cover windows.
- 7) Common area repairs and improvements will be evaluated, acted upon and paid for by LPCA.
- 8) Keys to unit doors, mailboxes and building entry doors are the responsibility of the owner.
- 9) Service calls initiated by an owner or renter and deemed not the responsibility of LPCA will be billed directly to the owner.
- 10) Submit all non-emergency maintenance requests to the building by sliding a note under a board member's door.

FLAMMABLE AND EXPLOSIVE MATERIALS:

- 1) Flammable and/or explosive materials are strictly forbidden for being in a unit, storage locker, on balconies, in the parking lot or in common areas.

MOVING AND DELIVERIES:

- 1) Liability and/or damages caused by moving or carrying personal property into or out of common areas will be incurred by the unit owner.
- 2) Moving boxes and cartons must be broken down before being placed in the dumpster.
- 3) Retaining security, keeping doors closed and locked during move in and or out delivery is the responsibility of the owner or tenant. For safety, under no circumstances should any door be propped open or left unattended.

ADVERTISEMENT:

- 1) No signs of any type are allowed in the common areas or on LPCA property without prior written approval by the Board.

MINI-SATELLITE DISHES:

- 1) Installation of mini-satellite dishes must be approved in writing by the Board prior to installation.
- 2) Cost of installation of such devices is at the full expense of the owner and will include the purchase and installation of any additional equipment necessary to protect LPCA property.

SOLICITATION:

- 1) Non-residents are not permitted to solicit or canvas door-to-door in the building.
- 2) "No Solicitation" signs are posted on both building entry doors.
- 3) Do not let solicitors inside the building. Ask any solicitors in the building or on LPCA property to leave immediately.

SELLING AND LEASING:

Leasing-

Definition of a lessee – someone who resides in a unit in return for an agreed payment amount & length of time.

Article 6

Section 6.2 Restriction on Use & Occupancy.

No unit shall be used or rented for transient, hotel or motel purposes.

Section 6.3 Restriction on Leasing & Occupancy. Any Unit Owner shall have the right to lease or allow occupancy of a Unit upon such terms & conditions as the Unit Owner may deem advisable, subject to restrictions of this Declaration, and elsewhere in the Governing Documents, subject to restrictions of record and subject to the following:

- (i) Occupancies & rentals of Units for a period of less than 180 days shall be prohibited.
- (ii) Any lease or rental agreement shall be in writing and shall provide that the lease or rental agreement is subject to the terms of the Governing documents.
- (iii) All occupancies, leases & rental agreements of the Unit shall state that the failure of the tenant, renter or quest to comply with the terms of the Governing Documents shall constitute a default of the occupancy, lease or rental agreement of this Declarations and such default shall be enforceable by either the Association or the landlord, or by both of them.
- (iv) All occupancies of Units shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of the Governing Documents.
- (v) Except as restricted in the Governing Document, the right to lease or allow occupancy of a Unit shall be restricted.

Rules-

1. Rental Unit Owners are responsible for all tenants & agents.
2. Rental Unit Owners must provide tenants & agents with copies of the LPCA Rules & Regulations
3. Rental Unit Owners must require a rental application, rental lease and a criminal background check with a copy to be provided to the Association or Management Company. In addition a rental unit owner must provide certification of a current credit bureau report. (Certification document to be provided by the Association)
4. Rental Unit Owners must possess signed documents that the lessee has seen the rules & agrees to comply. (Also provided by the association).

Selling –

1. Owners must notify the Management Company when their unit is “For Sale”. The name and phone number of the Real Estate Agent must be provided.
2. The Board or Management Company shall not be involved in the showing or sale of a unit.
3. Prospective buyers must be escorted within the building at all times.
4. The Title Company is required to provide the Management Company with the name, address and phone number of the new owner within a reasonable timeframe as determined by the board as well as a copy of the deed.

