

Peakview Rules & Regulations

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Management Company

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TABLE OF CONTENTS

ANTENNAS OR SATELLITE DISHES	1
ASSOCIATION DELINQUENCY POLICY	1
BALCONIES	1
COMMON ELEMENTS	2
COMPLAINTS - PROCEDURE FOR FILING	2
ENFORCEMENT	3
EXTERIOR MODIFICATIONS/ARCHITECTURAL CHANGES	3
GENERAL PROVISIONS	4
HAZARDS AND NUISANCES	4
HAZARDS	4
NUISANCES	5
HOME BUSINESSES	5
INSURANCE	5
MAILBOXES	5
MISCELLANEOUS RULES	5
PARKING OF VEHICLES	6
PET REGULATIONS	7
RENTAL UNITS	8
SIGNS AND ADVERTISING	8
ARCHITECTURAL IMPROVEMENT REQUEST	9
OWNER INFORMATION SHEET	10

ANTENNAS OR SATELLITE DISHES

1. The Association allows no antenna or satellite dish of any kind without prior approval at Peakview. Satellite dishes are limited to 20-inch diameter. They cannot be installed in a way that changes the profile of the building without written notice from the Board of Directors.
2. Prior to any satellite dish or antenna installation, the unit owner must submit an Architectural Control Form along with a diagram of the proposed installation position to the Board of Directors prior to approval.
3. Due to landscape growth or building modifications, etc., the Association cannot and will not guarantee a continued line of sight for reception of signal.

ASSOCIATION DELINQUENCY POLICY

Your Peakview Homeowners Association monthly maintenance fee is due on the **FIRST** of each month and owners are given until the **FIFTEENTH** of the month to pay your HOA dues. It is considered late on the **SIXTEENTH** and a \$15.00 late fee will be assessed for each month payment is late. If not paid by the end of the month, you will also be assessed a 18% per annum interest charge. **PROMPT COMMUNICATION WITH MANAGEMENT IS ESSENTIAL IF YOU ANTICIPATE BEING LATE WITH A MAINTENANCE FEE PAYMENT. PLEASE LET MANAGEMENT KNOW IF A PROBLEM ARISES.** If your monthly assessment continues to remain unpaid, further legal action will be taken.

Sixteen (16) days after the due date, you will first receive a late notice.

Thirty-one days after the due date, you will receive a first warning letter.

Forty-six days after the due date, you will receive a final warning letter.

By sixty days if a response or payment has not been received, you will be turned over to the attorneys for further collection.

BALCONIES

1. Balconies may not be used as general storage areas for anything other than those items expressly permitted to be placed on balconies nor in any way detract from the appearance of the building.
2. Residents shall not dry or air clothes on lines or poles hung on the exterior of any building or on the common area.
3. Approved items that may be kept in balcony areas consist of:
 - a) Lawn furniture;
 - b) Pots/planters (pots and planters are not to be placed on balcony ledge of the second or the third floors;
4. Residents should remove excessive amounts of snow from the balconies. Unit

residents/owners are responsible for any damage caused by weighing down the balcony with anything of excessive weight.

5. Carpeting is allowed on the balcony as long as it is not permanently attached to the balcony surface in any way.

COMMON ELEMENTS

1. No resident/tenant shall allow garbage cans, supplies, or other articles to be placed in exterior front entry areas. This is a fire hazard to store items by the front door. Emergency personnel (fire department, emergency response technicians or the police department) must have clear access.
2. Trash:
 - a) All parts of the property shall be kept in a clean and sanitary condition. No rubbish, refuse, or garbage shall be allowed to accumulate nor any fire hazard to exist.
 - b) All trash must be placed inside the dumpsters. The dumpsters are for residential use only. Trash must be placed in bags and tied before disposal. No hazardous materials such as, but not limited to oil, paint gasoline, etc. are to be placed inside of dumpsters. This is a violation of City Ordinance that does not allow for disposal of hazardous materials in unauthorized receptacles. Violators will be responsible for fines and any additional fees incurred by the Association.
 - c) The owner or resident must arrange for disposal of large items such as furniture and appliances. Leaving such items in or near a dumpster, or any other place on Peakview property is not acceptable disposal. Owners will be fined \$100.00 (one hundred dollars) for a violation of this subsection plus any additional fees incurred by the Association.
 - d) All boxes and crates must be broken down before being placed in the dumpster. Violators will be responsible for fines and any additional fees incurred by the Association.
 - e) It is prohibited to bring trash from another location (i.e., storage unit or other property) and dispose trash in the Peakview dumpster.

COMPLAINTS - PROCEDURE FOR FILING

Where otherwise not stated:

Complaints must be made in writing to the management company before the Board of Directors can take any action. The offending party will then receive a warning letter giving them, in most cases, five days to correct the problem. If the problem continues, further complaints must be filed and the offending party may be fined. The offending party will have the opportunity to have a hearing before the Board of Directors. The schedule for fines, except where otherwise stated, is as follows:

- a. 1st offense warning
- b. 2nd offense \$25.00 fine
- c. 3rd offense \$50.00 fine
- d. All subsequent offenses \$100.00 fine for each violation

Violations need to be substantiated when possible by at least one owner/tenant.

Anonymity will be afforded by all members of the board and by management company whenever possible.

ENFORCEMENT

1. From time-to-time, as determined by the Directors at Peakview Homeowners Association, a schedule of presumptive fines may be adopted for the violation of the Rules and Regulations, Declaration and Bylaws of the Association. In addition, the Association/Owners shall have all rights and remedies available under the Association's Declarations, Articles of Incorporation, and Bylaws, including without limitation, injunctive relief. Owners will be held responsible and liable for the actions of their tenants/occupants of their unit. Compliance with standards of the complex is important for everyone to ensure a quality of living environment.
2. In the event of a violation of any provisions of the Declaration, Articles of Incorporation, Bylaws of the Association, or these Rules and Regulation, a presumptive fine/penalty (in addition to all other rights and remedies available under the Declarations, these Rules and Regulations, or Bylaws) shall be assessed.
3. Prior to the levying of any fine, a hearing shall be held by the Board of Directors. The owner and/or persons accused, will be given notice of the alleged violation and the time and place of the hearing, The alleged violator will have an opportunity to present evidence in his or her own behalf regarding the violation before the Board of Directors makes a final determination.

EXTERIOR MODIFICATIONS/ARCHITECTURAL CHANGES

1. Absolutely no exterior architectural changes may be done at any time or for any reason by any owner or tenant without prior written approval by the Board of Directors. (see attached copy of architectural form)
2. No removal, puncturing & defacing or alterations to siding permitted.
3. No owner or tenant shall install wiring for electrical wiring, telephone or cable installation, or television antenna on the exterior of the building/unit. Nor will any holes that protrude

through walls or the roof of the building/unit, except as expressly authorized by the Board of Directors.

4. No owner may do any act or any work that will impair the structural integrity and soundness of the buildings or impair proper functioning of the utility, heating, or plumbing system.
5. The owner or tenant must keep all screen/storm/security doors and windows in good repair. If replacement of screen/storm/security doors must be done, they must be white.
6. Window coverings:
 - a) Window coverings must be kept in good condition, no tears and must hang properly.
 - b) No silver reflective coating of any kind is allowed on the windows or on sliding doors.

GENERAL PROVISIONS

1. Failure by the Association, management company or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.
2. The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof by judgement or decree of any court of competent jurisdiction, shall in no way affect the validity or enforce ability of the remaining provisions, which shall remain in full force and effect.
3. Unless the context provides or requires to the contrary, the use of the singular therein shall include the plural, the plural shall include the singular, and the use of any gender shall include both genders.
4. The titles of the sections are inserted herein only as a matter of convenience and reference, and are in no way to be construed so as to define, limit, or otherwise describe the scope of these Rules and Regulations or intent of any provision hereof.

HAZARDS AND NUISANCES

HAZARDS

No objects of any kind, i.e.; toys, furniture, trash, etc. will be left in of the common areas such as but not limited to the following: walkways, or lawn. To enhance safety in the community, no personal property, including, but not limited to bicycles, furniture, trash, toys, etc, may be left in any of the common areas. You may not store chemicals, gasoline, or anything that is considered hazardous and flammable in your unit, including your garage or on the common areas.

NUISANCES

No obnoxious or offensive activity shall be carried on upon any part of the property, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to any other owner/tenant. Please be considerate of others. You do not own the air space outside of your unit. Sound does travel and not everyone likes the same music. If your music or television bothers someone, please turn it down.

HOME BUSINESSES

All condominium units shall be used for residential purposes only and shall not be used for any business, manufacturing or commercial purpose whatsoever; provided, however, if the appropriate zoning so allows and if prior written approval of the Association is obtained.

INSURANCE

The Association policy does not cover the contents of your unit or liability arising out of tenants invitees or guests' actions on the premises. It shall be the responsibility of the owners, and at their expense, to make arrangements in regard to title insurance on their condominium unit, for hazard insurance on their personal property and furnishings, and for public liability insurance covering their individual unit. Each owner and/or resident should arrange for insurance coverage for all losses and risks growing out of the ownership and/or occupancy of the premises. Owners are strongly encouraged to obtain an "H06" policy, or if renting the unit to obtain a landlord's policy. Renters should obtain a renter's policy. In the event the Association files a claim for a homeowner through the Association's insurance, then the homeowner must pay the insurance deductible.

MAILBOXES

1. Tampering with mailboxes is a Federal offense and will be reported to Federal authorities.
2. If your mailbox key is lost it is your responsibility to replace it. You will either have to be at the mailbox when the postal carrier is there to allow you to remove the lock, or else you will have to drill out the lock in order to replace it. Postings on mailboxes are prohibited by the Post Office and all items will be removed.

MISCELLANEOUS RULES

1. Owners/residents shall not create any situation wherein their actions or conduct, as determined by Property Manager and/or Association, represents a nuisance, hazard, or disturbance to other residents.
2. Be considerate of other residents with respect to excessive noise from cars, radios, stereos,

parties, etc. Westminster does have a city noise ordinance, and the Board recommends that residents experiencing continued noise problems contact city authorities.

3. Use proper precautions to avoid water damage to units from faulty hoses on washing machines or faulty water heaters. When not in use, turn off the water supply to washing machines. It is recommended you replace your washer hoses once per year to prevent breaks. Use of metal clad hoses is encouraged. Please check your hot water heater on a yearly basis. Their longevity is only about 10-11 years. If you have had yours for about this time, please have someone check it for you. If you check your water heater you can save yourself some unwanted repair bills to your carpet or flooring. You may need to replace your hot water heater.

PARKING OF VEHICLES

5. Vehicles over 3/4 ton are not allowed. No commercial type vehicles of any kind allowed to be parked on the property. 3/4 ton or smaller pick-up trucks are permitted.
6. Campers, trailers, boats, motor homes or recreational vehicles shall not be stored or parked on the property, nor shall they be parked on any common driveway except while engaged in transport to or from a building. Except in the case of service vehicles, on a temporary basis for the purpose of serving a Unit during daytime business hours or during emergencies affecting the Unit or the Condominium.
7. Illegally parked vehicles (i.e., parked in the fire lane, in the grass areas, blocking another residents access or blocking driveways or entry to the dumpster areas) will be towed at the owner's expense without notice.
8. All motor vehicles must be parked in designated parking spaces. Driving or parking on lawns, sidewalks, or double parking is prohibited. Vehicles found in these areas will be towed, without notice, at the expense of the vehicle owner.
9. Vehicles are limited to one space at a time between the lines of a single parking space so as to allow the other spaces to be used.
10. Vehicular traffic within complex shall not exceed 5 m.p.h.
11. Only straight in parking is permitted. Vehicle registration must be visible.
12. Loading and unloading using commercial vehicles is allowed under the following circumstances:
 - a) Loading and unloading for residents moving in and out of units.
 - b) The person responsible for the vehicle must be available at all times during the loading/unloading process and must ensure that the rules and regulations of the Association are followed.

13. No abandoned and/or inoperable vehicles of any kind are permitted to be stored or parked on any portion of the Peakview property. Such vehicles are subject to removal/towing at owner's expense. An abandoned and/or inoperable vehicle is defined as a vehicle:
 - a) that has not been driven under it's own propulsion for a period of 3 days or longer, or
 - b) that does not have an operable propulsion system installed therein, or
 - c) that has not moved for a period of 72 hours after notice is posted on the vehicle, or
 - d) that does not have valid registration tags issued by the Department of Revenue of Colorado. Colorado law regarding registration of out of state vehicles must be followed.
14. Vehicles, equipment, or items left outside of your unit that are considered abandoned or unauthorized will either be posted with a towing notice or disposed of immediately. If the violating item is not removed within 72 hours it will be towed or removed at the owner's expense. Towing costs will be the responsibility of the owner.
15. Mechanical repair work on vehicles is prohibited. This includes working on engines, transmission, and changing/draining antifreeze or changing the oil. Minor repairs (changing of tires or batteries only) are allowed and must be completed within 4 hours and should not in any way cause damage or permanent staining to the parking lot. No hazardous material including, but not limited to oil and brake fluid may be allowed to drain onto the parking lot surface. Mechanical work must not in any way infringe upon the rights of others needing to park in the lot.

PET REGULATIONS

1. Pet excrement must be disposed of immediately. A fine of \$40.00 per incident will be imposed. There will be no first warning and one person is needed to sustain violation. Violators will be responsible for fines and any additional fees incurred by the Association.
2. Pets are limited to one cat, or other household pet (i.e., small bird, guinea pig) weighing thirty (30) pounds or less. Pets that are not allowed, but not limited to are dogs, snakes, potbellied pigs or iguanas. No animals, livestock, poultry or bees of any kind shall be raised, bred, kept or boarded on the property.
3. Noisy pets whether inside or outside of unit will not be permitted. Pets shall not be permitted to make noise for prolonged periods such that the enjoyment of the complex by residents is impaired.
4. The pet owner is responsible for any damage to Association property caused by his/her pet.

5. Pets can not be tied to the patio railing, tree, or other means and left on the common area.

RENTAL UNITS

1. Unit owners are liable and responsible to the Association for all violations of established Rules, Regulations, and Declarations by their guests, invitees, tenants, family members, and pets.
2. Owners are also financially responsible for all damages caused by their guests, invitees, tenants, family members, and pets.
3. All owners are required to register their tenants within ten (10) days of move in with the management company for emergency purposes. All owners must provide sufficient tenant information including; tenant name, phone number, and vehicle registration number to the management company. A copy of the owner information sheet is enclosed. All owners must provide a copy of the Rules and Regulations to their tenants.
4. No owner may lease his condominium unit for transient or hotel purposes.

SIGNS AND ADVERTISING

1. Only one (1) professionally lettered "For Rent" or "For Sale" signs that are six (6) square feet or less in size are allowed. Posting is permitted in the window only. Other signs found in common areas, on the patio/balcony are not allowed.
2. No signage on the outside of the buildings is allowed.
3. The Board of Directors must approve any significant changes to the overall appearance of the building in writing.
4. No signs, advertising, billboards, unsightly objects or nuisances shall be placed, erected or permitted to remain in or on any condominium unit.

If you have questions regarding these Rules and Regulations, please call the management company. Exceptions may be granted by the Board of Directors and shall apply only to specific circumstances.

THIS SUPERCEDES ANY AND ALL PREVIOUS RULES AND REGULATIONS OF PEAKVIEW HOMEOWNERS ASSOCIATION