

Rules Governing The Residents of City View Lofts Condominiums

Effective as of May 21, 2014

THE BOARD OF DIRECTORS OF THE CITY VIEW LOFTS CONDOMINIUM ASSOCIATION, INCORPORATED, ADOPTED THE FOLLOWING RULES AND REGULATIONS IN ORDER TO PROVIDE FOR THE PLEASURE, SAFETY, AND COMFORT OF THE MEMBERS OF THE CITY VIEW LOFTS CONDOMINIUM ASSOCIATION, INC., AND THEIR GUESTS.

THESE RULES AND ENFORCEMENT PROCEDURES ARE TO BE USED IN ADDITION TO NORMAL PUBLIC AGENCIES. DO NOT HESITATE TO CONTACT THE POLICE, FIRE DEPARTMENT, ANIMAL CONTROL, OR ANY OTHER PUBLIC AGENCY IF THE NEED EXISTS.

PARKING

1. Parking is allowed only in each owner's designated areas.
2. NO PARKING IS PERMITTED IN FIRE LANES; DENVER POLICE SHOULD BE CONTACTED WHEN A VEHICLE IS OBSERVED IN A FIRE LANE.
3. Commercial type vehicles, campers, motor homes, boats, trailers and trucks in excess of three quarter (3/4) ton may not be parked anywhere within the complex at any time.
4. No vehicle maintenance or car washing is to be performed on the common area at any time.
5. All vehicles parked on the parking lot must not be on blocks or abandoned. Flat tires or inoperable vehicles must be repaired within 72 hours. Notification of such vehicles must be made to the management company and the owner is subject to being towed at the owner's expense.

RENTAL UNITS

Owners are Responsible for Tenants. Responsibility for a positive experience with tenants in the Community rests with the Owner of each leased Unit. Owners are responsible for the behavior of their tenants and/or guests. In order to preserve the character of the Community, the leasing of Units shall be governed by these Rules and Regulations.

Rule Restricting Leasing Without Prior Tenant Screening. Owners desiring to lease their Units may do so only if they have screened and qualified the prospective tenant and provided the results of such background check to the Board with a copy of the proposed lease. Screening services are available through third party vendors, such as the Colorado Bureau of Investigation. Except as provided, the leasing or rentals of Units shall be prohibited.

“Lease” or “Leasing” Definition for these Rules. Any “Lease” or act of “Leasing,” for purposes of these Rules, is defined as regular, exclusive occupancy of a Unit by any person other than the Owner; provided, however, that Leasing shall not include the occupancy of the Unit by the child or parent of an Owner. Occupancy by a roommate of an Owner who occupies the Unit as such Owner’s primary residence shall also not constitute Leasing.

Required Components of Screening/Tenant Qualifications. Before any tenant may occupy a Unit in the Community, or renew or extend an existing Lease after the effective date of these Rules, the following information must be obtained through third party vendors and provided to the Association’s managing agent:

- a) Credit history of the proposed tenant;
- b) Criminal history of the proposed tenant; and
- c) Eviction history of the proposed tenant.

Additionally, the Owner must approve or reject each Lease, based on the information provided by the proposed tenant and the above obtained information. Nothing in these Rules and Regulations shall be construed as giving the Association the right to approve or disapprove a proposed tenant. The objective of these Rules and Regulations is to inform the Owner of a prospective tenant’s background before leasing, and to require Owner approval or rejection of a proposed tenant based on the information obtained.

Additional Leasing Rules and Regulations and Recommendations.

- **Avoid Discrimination.** Owners cannot make a decision about a perspective tenant based on race, color, sex, sexual orientation, marital status, religion, national origin, disability or family status (children).
- **Entire Unit.** Units may be leased only in their entirety. No fraction or portion may be leased without prior written Board approval.
- **Minimum Length or Term of Leases.** All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship.
- **Owner to Provide Tenant with Copies of Documents.** The Owner must provide the tenant copies of the Declaration, Bylaws and Rules and Regulations.

- Required Provisions to be Included in Each Lease. Each Lease of a Unit shall contain the following language and if such language is not expressly contained therein, then such language shall be incorporated into the Lease by existence of this rule, and the tenant, by occupancy of the Unit, agrees to the applicability of this rule and incorporation of the following language into the Lease:
 - Background Check. The application for lease, or the lease if no application is used, must contain the notice that completion of the application authorizes a background check to be performed, or if no application is used, the lease must state that its effectiveness is contingent upon receipt of a satisfactory background check.
 - Compliance with Declaration, Bylaws and Rules and Regulations. The tenant shall comply with all applicable provisions of the Declaration, Bylaws and Rules and Regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all occupants of his or her Unit to comply with the Declaration, Bylaws and Rules and Regulations and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be sanctioned for any such violation. If the tenant or a person living with the tenant violates the Declaration, Bylaws or a rule or regulation for which a fine is imposed, notice of the violation may be given to the Owner and the tenant. A fine may be assessed against the Owner. Unpaid fines shall constitute a lien against the Unit.
 - Additional Remedies. Any violation of the Declaration, Bylaws or Rules and Regulations by the tenant, any occupant or any guest of tenant, is deemed to be a default under the terms of the Lease and authorizes the Owner to terminate the Lease without liability and to evict the tenant in accordance with Colorado law. If the Association requests that the Owner evict the Owner's tenant based on the terms of the Declaration, Bylaws or Rules and Regulations and the Owner fails to commence such action within thirty (30) days of the date of the Association's notice, the Association may commence its own eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner delegates and assigns to the Association, acting through the Board, the power and authority to evict the tenant as attorney-in-fact on behalf of and for the benefit of the Owner for breaches resulting from the violation of the Declaration and Rules and Regulations. If the Association evicts the tenant, any costs, including but not limited to, reasonable attorney's fees actually incurred and court and security costs associated with the eviction shall be an Assessment and lien against the Unit.

- Use of Common Areas. The Owner transfers and assigns to the tenant for the term of the Lease, any and all rights and privileges that the Owner has to use the Common Areas.
- Inapplicability of Leasing and Rental Rules to First Mortgagees and Association. These Rules and Regulations, as set forth above, shall not apply to any leasing transaction entered into by the Association, or the holder of any first mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage.

Quiet Enjoyment.

All Owners and Occupants are encouraged to observe quiet time in or around the property from 10:00 p.m. each evening until 8:00 a.m. the next morning. No owner or Occupant shall make or permit any disturbing noises by himself, his family, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the other Owners, which includes the conduct of any homeowner and/or guests on the balconies after hours. No Owner or Occupant shall allow any musical instrument to be played, or allow the operation of a radio, television amplifier or any other mechanical device in the unit to disturb or annoy other Owners or Occupants of the Units in the community and on the balconies. The Board shall have the right to abate all nuisances in or about the community.

PETS

THESE RULES ARE NOT INTENDED TO REPLACE ANY LAWS OR REGULATIONS GOVERNING PETS AS PUBLISHED BY THE CITY OF DENVER AND/OR THE STATE OF COLORADO. ALL SUCH LAWS AND REGULATIONS SHALL BE OBSERVED AND ADHERED TO BY THIS ASSOCIATION.

1. Owners are limited to four household pets per unit, excluding aquarium fish. No exotic animals or reptiles are permitted.
2. All pets, when on the common areas, will be controlled on a leash. No pet will at any time, be allowed to run free in the hallways.
3. Any and all solid waste deposited by any pet must be cleaned up by the pet's owner IMMEDIATELY, and properly disposed of. When walking your pet, bring the means to clean up after them immediately. No pets are permitted to excrete on porches, patios, balconies or any common elements for any reason.
4. No pet will be tied or otherwise attached, left unattended outside of a unit, or common area, including, but not limited to porches, patios or balconies without being attended by a homeowner.

5. Owner of pets will restrain them from making obnoxious and/or disturbing noises at any time, day or night.
6. Pets of guests will be the responsibility of the resident/owner whose unit they are visiting.
7. The resident/owner is responsible for any and all damage caused by a pet.
8. Owners of pets must keep their patios, balconies, or decks clean of all animal excrement at all times.

IN THE CASE OF RULE VIOLATIONS CONCERNING PETS, THE MAXIMUM FINES AND PENALTIES FOR VIOLATIONS WILL BE:

FIRST OFFENSE	\$100.00 FINE
SECOND OFFENSE	\$150.00 FINE
THIRD OFFENSE	\$200.00 FINE
FOURTH OFFENSE	\$250.00 FINE AND MANDATORY REMOVAL OF THE PET FROM THE COMPLEX

After a fine has been levied, an owner may request a hearing concerning the violation and fine. This request must be made in writing within fifteen (15) days of the notification of the Board's decision.

TRASH, RECYCLING AND RELATED CONTAINERS

1. Trash is to be placed only in the dumpster and not outside the dumpster. If you own or rent Unit A or B trash must be in a plastic bag and tied before placing in trash shoot. Recycling is also provided for your convenience in the blue bin in the trash room.
2. Any items that do not fit in the dumpster or recycling bin are the sole responsibility of the Owner for disposal. Any fees incurred by the HOA for items that are too large for the dumpster will be the responsibility of the owner and will be charged back to their ledger.
3. Trash and recycling cannot be placed in any common areas i.e. in front of doors, on balconies, in the parking garage or in the hallways at any time. Proper disposal of all trash is mandatory – meaning the dumpster or recycling bin (where applicable) only!!

SAFETY PRECAUTIONS

1. Nothing may be left on a community sidewalk or in any walking area, which could possibly create a tripping or falling hazard.
2. No scooters, bicycles, or other items, large or small, will be left in the common areas, but may be stored in an owner's parking units, at the owner's risk.
3. The climbing of trees is not allowed.
4. Grills and devices of any type or size that are capable of producing a flame must comply with all city and state laws. This includes grills, tiki torches, candles or any flammable items that could potentially start a fire on the decks. Any fines incurred by the HOA due to non-compliance will be paid for by the homeowner in violation.

DAMAGE TO COMMON ELEMENTS

1. The willful damaging or defacing of any common element property is strictly prohibited. The Association has the right to restrict access to any of the common elements, including all parking areas and limited common elements whenever any act or failure to act by an owner/tenant causes damage to the common areas' elements.
2. Removal of branches, leaves, flowers, rocks, etc. from trees, shrubbery, plants and the flower areas are not allowed.
3. Any owner/tenant that defaces, damages, or destroys or allows guests and/or family to cause damage or defacing to any common element property will be subject to fines and possible legal action.
4. This remedy will be in addition to all other remedies of the Association, as set forth in the Declaration, By-laws, and Rules and Regulations.
5. Owners and tenants will not leave decorations, furniture or any other items brought in for a party in a common area for over 24 hours. Owners will be fined and charged for cleaning/removal of the above-mentioned items if they are not removed within the time frame.

AIR CONDITIONERS – ANTENNAS – SATELLITE DISHES – WINDOWS – PATIO DOORS – FRONT ENTRANCE DOOR – PATIO/DECK SUN SCREEN – ETC.

THESE ITEMS CONSTITUTE A CHANGE TO EXTERIORS OF THE BUILDINGS AND REQUIRE WRITTEN APPROVAL BY THE BOARD OF DIRECTORS PRIOR TO INSTALLATION.

SIGNS – FOR SALE OR RENT

1. Owners may use a for sale sign which is standard to the industry.
2. Owners are allowed to post this sign in **one** window of their choice.
3. HOA will provide a FOR SALE/FOR RENT sign to which owners may attach their own boxes with their flyers. No other signs are permitted in the yard. Said sign must be placed in the bark area directly in front of the building. Signs may *not* be placed in the grass area lining the street, which belongs to the City of Denver. Any fines incurred by the HOA due to non-compliance will be paid for by the homeowner in violation.

WINDOWS AND SCREENS

1. Broken window glass must be replaced within two weeks of being broken.
2. Window replacements and new windows must be approved in advance by the Board Of Directors.
3. Window coverings should be limited to standard window coverings, i.e. blinds, drapes, shutters, but not sheets, blankets, clothes, etc. Any window coverings must appear WHITE looking from outside (including windows that are viewed from the halls).

BALCONIES – DECKS – PATIO AREA

1. At no time will clothing, rugs, sleeping bags, blankets or anything of the kind be hung out on decks, balconies or put in the patio area. This includes patio fences and deck/balcony/patio railings.
2. Residents will at all times keep their decks, clean and sanitary.

Signed: 

President, City View HOA

Date: 4/17/14