

July 1, 2003

**THE ASSOCIATION HAS ADOPTED AND ESTABLISHED THESE RULES AND REGULATIONS TO HELP MAINTAIN THE COMMUNITY AS A PRIME RESIDENTIAL PLACE TO LIVE AND A PLACE TO BE PROUD TO LIVE IN. ANY VIOLATION OF THE FOLLOWING RULES AND REGULATIONS WILL RESULT IN ACTION BEING TAKEN AS SET FORTH IN THE ENFORCEMENT SECTION.**

**ADMINISTRATION AND OPERATIONS**

A. TENANTS – Owners are responsible for actions of their tenants and their guests. Any violation and therefore, any charges or fees associated with such violation, shall be the responsibility and liability of the Owner of the Unit in which the tenant lives, or to which the guest or invitee was visiting.

1. A unit may be leased to a Tenant. A formal Lease Agreement must be drawn up for this purpose and a copy furnished to the Association through the Management Company within ten (10) days of execution.
2. All pertinent information (phone numbers, etc.) must be furnished to the Association for emergency purposes.

**B. PETS**

1. Pets shall be carried or be on a hand-held leash.
2. Pets shall not be leashed to any object on the Limited or General Common Elements, inside or outside the building.

3. Owners are responsible for any property damage, injury, or disturbances caused by such pets.
4. Pets shall not be permitted to bark, howl, or make other loud noises for such a time as to disturb others.
5. Pets shall not be permitted to urinate or defecate inside or outside of the building, including but not limited to the Limited or General Common Elements.
6. Pets unleashed and/or no tags are subject to removal by Animal Control.
7. Any violation of the items listed in this section (B. Pets) may be grounds for immediate removal of the pet(s) from the property plus the penalties as listed herein. (Note: All City of Denver ordinances pertaining to animals must be complied with.)

### C. TRASH

1. It is prohibited to throw trash or garbage anywhere outside the disposal installations provided for such purposes. All trash and garbage must be placed in provided receptacles. (Note: Please do not let your trash spill out of the receptacles/dumpsters onto the ground. If you see trash lying on the ground, please place in the provided receptacles.)
2. No trash or any discarded items such as furniture, books, computers, etc. shall be placed in or on any Limited or General Common Elements, including but not limited to: the laundry room, mail room, hallways, stairwells, Function Room, and the parking area.

### D. USES OF LIMITED AN GENERAL COMMON ELEMENTS

1. Smoking is prohibited in and on all Limited and General Common Elements.
  
2. Private property including, but not limited to, toys, tools, laundry, bikes, etc., may not be left unattended in the Limited or General Common Elements. Property left unattended may be discarded.
  
3. No exterior decorating, except as herein described, shall be done to any Unit, nor shall any change be made to the doors or windows without written approval of the Association. Door decorations are allowed, but must be limited to 18 square inches, and must be approved by the Association. Holiday decorations will be allowed, but must be removed within 30 days of the holiday.
  
4. No Unit doors, stairwell doors, or entry doors to the building shall be propped open.
  
5. No signs or placards of any type shall be posted on the Limited or General Common Element. All postings are to be kept in the Bulletin Board located on the first floor.
  
6. Nothing shall be altered, constructed, or removed except upon the prior written consent of the Association.
  
7. There shall be no obstruction of the General Common Elements, nor shall anything be kept or stored on any part of the General Common Elements without prior written consent of the Association.
  
8. No Owner, resident, or lessee shall install wiring or electrical or telephone installation, television antennae, machines, or airconditioning units, etc., on the exterior of the Project or that protrude through the walls or the roof of the Project except as authorized by the Association.

9. An Owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors of the Association in case of an emergency originating or threatening his/her Unit, as determined by the Association or its duly authorized agent, whether the Owner is present at the time or not.

10. The Association must be able to have access to all Limited and General Common Elements, some of which may only be accessed through an Owner's Unit. Therefore, the Association must have emergency access keys to each Unit. Failure to comply may result in damage to Units during an emergency situation. (Note: emergency access keys are locked in a locked box on site.)

11. Each Owner shall have the right and obligation to keep the Limited and Common Elements designated for use in connection with his/her Unit in clean, sanitary, and attractive condition.

12. Bicycles are not to be placed in any hallway, left unlocked,, or locked on any of the General Common Elements.

13. Any vandalism shall be dealt with by the appropriate authority and shall be a violation of the Rules and Regulations.

### E. DISTRUBANCES

1. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made, loud, disturbing, or objectionable noises and in using or playing, or permitting to be used or played, musical instruments or devices in such a manner as may disturb or tend to disturb Owners or occupants of other Units.

2. No construction, moving of large household items into or within a unit, or use of Limited or General Common Elements so as to create a disturbance, are allowed between the hours of:

8:00 p.m. to 8:00 a.m. Monday through Friday

8:00 p.m. To 9:00 a.m. Saturday, Sunday, and Holidays.

### F. LAUNDRY

1. Laundry facilities are for the use of the Americana residents only.
2. Users are required to clean dryer lint filters after each use and wipe up all spills.
3. Please notify on site maintenance of any problems with the machinery.

### G. FUNCTION ROOM

1. The Function Room is available for private parties of the Americana residents and Owners only.
2. The function must be scheduled 72 hours in advance with on site maintenance.
3. A \$25.00 rental fee (non-refundable), and a \$100.00 damage deposit are required to rent the Function Room. Each must be a separate check.
4. The resident must be in attendance at the function at all times.

5. The function and music must be contained in the Function Room at all times.
6. Functions are limited to 40 people.
7. Functions may be canceled at any time at the discretion of the Association, its agent or employees for disturbing other residents by volume(whether music or otherwise), by functions not contained in the Function Room, by exceeding people limitations, by resident not in attendance, or by complaints from any owner.
8. After the function is complete and an inspection of the Function Room reveals no damage, the \$100.00 deposit will be returned. The \$100.00 deposit in no way limits the potential liability of the Owner, In the event that damages exceed the \$100.00 deposit, the check will be deposited and the Owner will be invoiced the appropriate amount. If an Owner has not made payment within 30 days, the invoiced amount shall be treated as an Assessment under the Delinquency Procedure as stated herein.
9. The Function Room is available until 10:00 p.m. Sunday through Thursday, and until 12:00 a.m. Friday and Saturday.
10. The fireplace shall not be used.

### H. ROOF

Do to liability issues regarding river rock on the new roof, and for the longevity of the roof, it is necessary that no one walk on the rocks, throws or kicks rocks, or in way disturbs the rocks on the roof. There is now over 2000 square feet of pavers on the roof that residents can responsibly enjoy. To ensure the safe use of the roof, the Association requires the rules listed be followed.

1. Roof access can be attained by residents by signing an agreement with the Association

that residents will follow the rules listed in the agreement and be responsible for any guests that accompany them.

2. With the signing of the agreement tenants will be issued a key to the roof. A \$20 key deposit will be collected at that time, and will be returned when the roof key is returned.

3. Any violation of the rules of the agreement will result in a fine to be determined by the Board of Directors and the loss of any roof privileges. The procedure for determining fines and tenant rights will be followed in such situations. See NOTICE FOR POSSIBLE VIOLATIONS AND FINES BY ASSOCIATION.

4. On certain occasions, such as the firework displays around the 4<sup>th</sup> of July and New Years, the roof shall be opened to the residents and their guests. All rules, or course, apply.

### **ROOF ACCESS AGREEMENT**

**Residents of the Americana and their guests who are granted roof access must obey the following rules at all times:**

**1. You must stay on the pavers at all times.**

**2. No one is allowed on the river rocks at any time.**

**3. Rocks shall not be kicked, thrown, or disturbed in any way.**

**4. All trash (food or drink) that residents or their guests accumulate shall be removed and placed in the dumpsters.**

**5. No one is allowed to access the roof of the party room via the ladder. The ladder is for elevator access only.**

**6. You are responsible for the behavior of your guests at all times.**

**7. Children must be strictly monitored at all times. No child shall have access to the roof under the age of 16 without a responsible adult accompanying them.**

**I, \_\_\_\_\_, am the owner or authorized leaser of Unit #\_\_\_\_\_ of the Americana Condominium. I have read the above rules regarding roof access and agree to obey all of the above rules. I understand that if any of the above rules are broken the management of the Americana can revoke roof access at any time.**

**I also understand that I am responsible for the key to the roof and agree to pay \$20.00 as a deposit for the key, refundable when the key is returned. I also agree not to duplicate the key.**

**Owner or resident: \_\_\_\_\_ Print Name**

**Owner or resident: \_\_\_\_\_ Signature**



**I, Patrick Weldon, Manager, received \$20 payment (check\_\_\_\_\_, or cash) for access to the roof, and will refund the payment when the key is returned.**

### I. SWIMMING POOL

1. The swimming pool is for use by the Americana Owners, residents, and their guests (only when accompanied by a resident).
2. Proper swimming attire is required at all times. No cutoffs and/or denim clothing is allowed.
3. There is no lifeguard on duty. All persons swim at their own risk. Persons 17 years of age or younger must be accompanied by an adult at all times while in the pool area.
4. Pets are not permitted in the pool area at any time.
5. No glass containers are allowed in the pool area. No food or drink may be served or consumed within three (3) feet of the pool.
6. Smoking is not permitted in the pool area.
7. Pool furniture may not be removed from the pool area.
8. Pool hours are from 6:00 a.m. to 10 p.m.

9. All signs posted in th pool area must be followed at all times.

### J. MOVING

1. All moves, whether into or out of the building, require 48 hour notice to the on site maintenance person, with a \$100.00 deposit, and a \$25.00 dollar elevator key deposit. Each must be a separate check.
2. Moves are only scheduled between 9.00 a.m. and 8:00 p.m. Monday through Friday, and 8:00 a.m. and 8:00 p.m on Saturday and Sunday.
3. The north elevator shall never be used for moving. The south elevator may be used for moving only when the pads have been installed.
4. On site maintenance will not open doors for moving into the building or a Unit.
5. All moving boxes must be crushed and/or flattened before being disposed of in the dumpster.
6. All hallways and stairwells must be kept clear at all times. At no time are boxes or furniture to be left in the Limited or General Common Elements.
7. After the move is complete, elevator key returned, and an inspection of the General Common Elements reveals no damage, all deposits will be returned. The \$100.00 deposit in no way limits the potential liability of the Owner. In the event that damages exceed the \$100.00 deposit, the check will be deposited, and the Owner will be invoiced the appropriate amount. This invoiced amount shall be treated as an Assessment under the Delinquency Procedure as stated herein.

8. No unauthorized moves will be allowed. Any unauthorized moves, which includes using the north elevator, will be fined \$500.00 to the Owner.

### K. BUILDING ACCESS

1. Upon move-in, move-out, phone number change, name change, or addition to the entry system, please contact the Management Office.

2. Owners and Residents shall not allow solicitors or strangers into the building.

### L. PARKING

1. All designated parking spaces are Limited Common Element. However, all designated parking spaces are also given exclusive use to an Owner. Therefore, it is the responsibility of the Owner of a Unit to deal with illegally parked vehicles in their designated parking spaces.

2. Only vehicles may be parked in designated parking spaces.

3. All vehicles parked in designated parking spaces must be operable and have current plates.

4. No maintenance of vehicles is allowed on site.

5. Residents of the Americana are not allowed to park in the Guest Parking Spaces.

6. All guests parking in the Guest Parking Space must register upon entry into the building.

Vehicles not registered or parked longer than 2 hours will be towed at the vehicle owner's expense.

7. The use of a parking space may be leased to another Resident. A formal Lease Agreement must be drawn up for this purpose and a copy furnished to the Association within ten (10) days of execution.

8. The 15-minute parking zone in front of the building must be adhered to. Any vehicles left over 15 minutes are subject to ticketing and/or towing by the Denver Police Department. The only exceptions are moving and contractor vehicles.

### M. STORAGE

1. All designated storage units are Limited Common Element. However, all designated storage units are also given exclusive use to an Owner. Therefore, it is the responsibility of the Owner of the Unit to maintain their storage units.

2. No volatile, hazardous, flammable, or illegal material may be stored in a storage unit.

3. No items may be stored outside a storage unit.

4. The use of a storage unit may be leased to another Resident. A formal Lease Agreement must be drawn up for this purpose and a copy furnished to the Association within ten (10) days of execution.

5. The security of each individual storage unit is the responsibility of its owner.

### N. EMERGENCY CELL PHONE

1. After hour emergency cell phone (utilized by maintenance or managerial personnel) shall only be called for emergencies. **An emergency is imminent loss of life or property.**
  
2. After hour calls which are not emergencies for concern an issue that is not the Association's responsibility, shall not only be a violation of the Rules & Regulations but shall be invoiced accordingly.

**ENFORCEMENT-** These Rules and Regulations are enforceable by the Association.

A. The Association may suspend any Owner's voting rights during any period or periods during which the Owner fails to comply under these Rules & Regulations. See Condominium Declaration Article X, Section 10.4 Rules and Regulations

B. Any complaints against violators of any violation of the Rules and Regulations shall be submitted to the Association in writing stating the nature of the violation, date, time, location, name(s), of the accused and all pertinent facts needed to support the complaint(s). For intangible violation (noise, etc.) two (2) written complaints from two (2) different owners must be received before action will be taken.

C. If a violation of any Rule or Regulation occurs, the appropriate Owner will be sent a First Offense notice requesting correction of the infraction or immediate cessation of the action, unless otherwise stated. If the problem continues or another violation occurs, a Second Offense notification shall be sent, and, if requested by the notified Owner, a hearing shall be scheduled by the Board of Directors. After the hearing, the Board will decide if a fine should be allocated. If a hearing is not requested or the notified party does not attend, a fine will automatically be assessed. Subsequent violations shall warrant the sending of Third, Fourth, and Continued Offense notifications which shall include notice of the respective fine. Any out-of-pocket expenses incurred by the Association shall be passed on appropriately.

First Offense Warning Letter

Second Offense Attend a hearing and/or a \$50.00 fined

Third Offense \$100.00 fine

Fourth Offense \$200.00 fine

Continued Offense \$50.00 per day

D. Any Owner who receives a violation notice may attend a regularly scheduled Board Meeting to discuss the violation with the Board. If an Owner wants the violation issue to be placed on the meeting for discussion, the Owner needs to notify the manager at least 10 days prior to the date of the meeting.

E. If the offense is a City Code or Statutory Violation, the proper authority should be notified.

**All fines, charges, and fees under these Rules and Regulations shall be treated the same as an assessment including appropriate late payment charges.**