

## **RULES AND REGULATIONS**

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.

### **SECTION I. 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. A short-term rentals all allowed for owners who become licensed per Denver regulations. Owners are required to notify the Board and Management Company of the intent to use the unit as a short term rental and provide occupant contact information. The owner is liable for all rules violations, associated fines, and damages that occur to the common elements from the occupant.
3. 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. Urination or defecation of Pets within the Limited or General Common Elements must be immediately cleaned or fined \$100 in addition to any professional cleaning fees incurred.
7. Pets unleashed and/or no tags are subject to removal by Animal Control.
8. 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 AND GENERAL COMMON ELEMENTS**

1. Smoking is prohibited in all interior Limited and General Common Elements and within 15 feet of the entryway, stairwell, and rooftop doors.
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. 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.
9. 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.)
10. 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.
11. Bicycles are not to be placed in any hallway, left unlocked, or locked on any of the General Common Elements.
12. Any vandalism shall be dealt with by the appropriate authority and shall be a violation of the Rules and Regulations.

#### **E. UNIT MODIFICATION**

1. No Owner, resident, or lessee shall install wiring or electrical or telephone installation, television antenna, machines, or air conditioning 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.
2. Vents within the kitchen and bathroom(s) cannot be covered as they facilitate airflow through the building. Contact building management if your vents are not pulling.

3. Washer and Dryers are prohibited as the drains are not capable of handling the increased water flow.
4. Bathroom fans are not permitted as they affect the building airflow and push smells into other units.
5. Cooktop hoods with fans cannot be connected into the building vents as they will affect the building airflow.

## **F. BALCONIES**

1. Balconies are limited common elements and are subject to the rules in Section D.
2. Smoking is permitted on non-enclosed balconies with unit doors closed.
3. Electric and 1 pound liquid propane (LP) gas grills are permitted on non-enclosed balconies per Denver Fire Code. Up to 2 additional 1 pound LP gas containers may be stored on balconies.
4. Sweeping debris or water off of balconies is prohibited.
5. Throwing items off balconies including cigarette butts is prohibited.
6. Hot tubs are not permitted.
7. Do not hang garments, towels, rugs, plants, etc., from the balcony railings. A retractable clothesline is permitted.
8. Balcony Paint must be Association approved color only.
9. No new balcony enclosures will be permitted to be installed after June 1, 2017. Balcony enclosures existing as of June 1, 2017, are grandfathered. Current enclosure must be maintained and kept in good repair by the unit owner. Current enclosures in violation of City codes or found to be interfering with or damaging limited or general common elements shall be subject for removal or corrective modification at the expense of the unit owner.

## **G. SHOPPING CARTS**

1. Shopping carts must be returned to the basement immediately after use.
2. Carts may not be left in units or in hallways.

## **H. SMOKE DETECTORS**

1. Residents are responsible for the maintenance and testing of their smoke detectors.
2. Smoke detectors are required in all units per Denver Fire Code.

## **I. NUISANCES**

1. Residents shall not cause nuisance, offense, intrusion or trespass into neighboring units by odor, vapor, or similar activity that causes injury or disruption to residents of neighboring units.
2. 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.
3. 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.

## **J. LAUNDRY**

1. Laundry facilities are for the use of the Americana residents only.
2. Items must be promptly removed from machines and the laundry room. Items left for an extended period of time will be discarded.
3. All users of the machines must do the following:
  1. Use only high efficiency laundry soap.
  2. Clean dryer lint filters after each use
  3. Wipe up all spills.
4. All signs posted in the laundry area must be followed at all times.
5. Please notify onsite maintenance of any problems with the machinery.

## **K. 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 building maintenance.
3. A \$50.00 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.

## **L. 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 \$50 key fee will be collected at that time.

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 4th of July and New Year's, the roof shall be opened to the residents and their guests. All rules, or course, apply.

## **M. 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 the pool area must be followed at all times.
10. Tenants will be issued a pool key upon request. A \$50 key fee will be collected at that time.

## **N. MOVING**

1. Homeowners and renters are required to notify building management in advance of all moves and/or deliveries to ensure proper filing of dates and time of elevator use.
  1. Large-scale moves: Hours permitted for scheduling large-scale moves (e.g., moving a complete or partial household of goods/furnishings) are 9:00 a.m. to 6:00 p.m., Monday through Friday. Large-scale moves are not permitted on weekends in consideration of the limitations that come with having one elevator.
  2. Small-scale moves/deliveries: Hours permitted for scheduling small-scale moves/deliveries (e.g., moving a small number of household goods/furnishings, furniture deliveries) are 8:00 a.m. to 6:00 p.m., Monday through Friday. Small-scale moves/deliveries are possible on Saturdays with advance notice to and approval from the building management.
2. Moves are only scheduled between 9:00 a.m. and 6:00 p.m. Monday through Friday, and 9:00 a.m. and 6:00 p.m. on Saturday for small moves only.
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. Building management will not open doors for moving into the building or a Unit.
5. Exterior door must not be propped open without resident supervision.
6. All moving boxes must be crushed and/or flattened before being disposed of in the dumpster.

7. 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.
8. All large-scale moves, whether into or out of the building, require 72-hour notice to building management, with a \$100.00 deposit, and a \$25.00 dollar elevator key deposit. Each must be a separate check.
9. After the large-scale 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.
10. No unauthorized moves will be allowed. Any unauthorized moves, which includes using the north elevator, will be fined \$100.00 to the Owner on first occurrence, \$250 on the second occurrence, and \$500 thereafter. Additionally Residents will also be charged for any damage, additional rule violations, or service calls incurred as a result of the unauthorized move. Residents renting their unit are encouraged to include this as part of their deposit.

## **O. 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.
3. Fobs and keys can be purchased for access into the building for a fee of \$50 per item.

## **P. WATER SHUT-OFF**

1. All water shut-off require 72-hour notice to the building management to allow for notice to other residents.
2. Water shut-off can only occur between 9.00 a.m. and 5:00 p.m. Monday through Friday.

## **Q. PARKING**

1. All designated parking spaces are Limited Common Element and subject to the rules in Section D. 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. 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.
6. 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.
7. Guest Parking Spaces are not to be used by Residents of the Americana.

8. Guest Parking is reserved for building management use from 6:00 a.m. to 5:00 p.m. Monday through Friday.
9. All guests parking in the Guest Parking Space outside of the above hours must register upon entry into the building. Vehicles not registered, parked longer than 2 hours, or parked during reserved times will be towed at the vehicle owner's expense

## **R. 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.