

**Swallow Hill Condominium Association, Inc.**

**Rules and Regulations**

Dated November 1, 2014

**1630 Clarkson Street and 1631 Emerson Street  
Denver, Colorado 80218**

**RULES AND REGULATIONS OF  
SWALLOW HILL CONDOMINIUM ASSOCIATION, INC.**

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## **INTRODUCTION**

The Swallow Hill Condominium Association is an association of Owners with a common interest in maintaining the highest quality of life.

These Rules and Regulations are intended for the safety and security of Owners, Non-Owner Occupants and Visitors, for the efficient and prudent operation of the buildings and grounds, for the maintenance of the buildings, for pleasant living as well as a means of reminder that we have a responsibility to be fair to and respectful of each other and the Association as a whole. Further, these rules are designed to protect the common interests of each Owner and Non-Owner Occupant and to assure the rights of all Owners and Non-Owner Occupant of Swallow Hill.

Owners are responsible for any violations of these Rules and Regulations and the other Association governing documents, whether the violations are committed by themselves, their Tenants, or their Visitors. Any fines levied for failure to abide by these Rules and Regulations and the other governing documents may be assessed against the subject Unit as a Default Assessment as provided in the Declaration. This Default Assessment shall be a lien upon the subject Unit as provided in Section 8.10 of the Declaration.

Any loss or damage to the Common Areas caused by an Owner, Non-Owner Occupant or Visitor shall be replaced or repaired at the expense of that Owner and charged to that Owner's Unit. Such amount shall be due and payable to the Association within fifteen (15) days following written notice to the Owner. Any unpaid amount will be charged against the subject Unit as a Default Assessment as provided in Section 8.10 of the Declarations. This Default Assessment shall be a lien upon the subject Unit.

Violations of these Rules and Regulations may be reported by any Owner or Non-Owner Occupant in accordance with the Resolution of the Swallow Hill Condominium Association, Inc. Regarding Policies and Procedures for Covenant and Rule Enforcement.

These Rules and Regulations, the Declaration, the Articles and the Bylaws (collectively, the "governing documents") shall be enforceable by the Board. Appropriate legal action may be taken for infractions.

The Association will make available copies of these Rules and Regulations and all other governing documents to any Owner or Non-Owner Occupant as necessary or requested.

In addition to the information contained herein, it is highly recommended that the Owner and/or Non-Owner Occupant as appropriate familiarize themselves with the other HOA governing documents – Declarations, Bylaws, Governance Policies – to ensure compliance in all aspects of ownership within an HOA. These various documents are available on the website for easy access and review.

## **DEFINITIONS**

**Annual Assessment:** An assessment based on a Unit's allocation of the Association's annual budget as designated in the Declaration that is paid in monthly installments to the Association; this assessment is also known as the HOA fee.

**Articles:** The Articles of Incorporation of the Association as from time to time amended or restated.

**Association:** Swallow Hill Condominium Association, Inc.

**Balconies, Decks and Patios:** All are exterior Limited Common Elements accessible from residences. Balconies are found on second floors and above and cantilever out from the buildings. Decks are found on the upper floors and form part of the roof for the residences below. Patios are found on the first floors and provide part of the roof for the garages.

**Buildings:** The Swallow Hill Condominiums at 1630 Clarkson Street and 1631 Emerson Street, Denver, CO 80218.

**Board:** The duly elected Board of Directors of the Association.

**Bylaws:** The Bylaws of the Association as from time to time amended or restated.

**Common Elements:** All real property owned in common by the Members of the Association for the common use of the Owners and Non-Owner Occupants, including: lobbies, hallways, stairs and stairwells, building entrance doors, management company storage and maintenance areas, elevators, grounds, patio and deck spigots, walkways, sidewalks, driveways, and the garages, including parking and storage spaces. See Condominium Declaration, Article 2, Definitions, 2.7 Common Elements.

**Condominium Map:** The Condominium map, as filed with the Clerk and Recorder's office of the City and County of Denver, Colorado, on October 7, 2002, as Reception No. 200217997, as the same may from time to time be modified or supplemented. A supplement to the Condominium map was recorded February 14, 2003 under Reception No. 2003025154.

**Condominium Unit (Unit):** A Unit within the Buildings, together with an exclusive right to use of certain Limited Common Elements, and together with an undivided ownership interest in the Common Elements; all are more fully set forth in the Declaration.

**Declaration:** The Swallow Hill Condominium Declaration, as recorded in the office of the Clerk and Recorder of the City and County of Denver, Colorado, on October 7, 2002, at Reception No. 200217996. This Declaration may from time to time be amended or restated with the approved of 67 % or more of the Owners.

**Governing Documents:** These documents include the Declaration, Policies, Procedures, Resolutions, the Rules and Regulations, Articles of Incorporation, and the Bylaws.

**Limited Common Elements:** Those parts of the Common Elements which are limited to and reserved for the use of the Owners of one or more, but fewer than all, of the Condominium Units. These include any balcony, deck, patio adjacent to an individual unit and may include certain storage and parking spaces. See Section 2.20 in the Condominium Declarations.

**Members (of the Association):** Owners of a Condominium Unit(s).

**Non-Owner Occupant:** Anyone living at 1630 Clarkson or 1631 Emerson who is not a Member (of the Association)

**Owner:** The owner of record, whether one or more persons or entities, of a fee simple title interest to any Condominium Unit.

**Parking Space:** The parking space designated as such on the Condominium Map and assigned as a Limited Common Element to specific Units.

**Property Manager:** St. Charles Town Company, PO Box 240, Denver, Colorado 80201-0240, or any property management company as chosen by the Board.

**Visitor:** Anyone who is not an Owner or Non-Owner Occupant on-site at Swallow Hill.

All capitalized words and phrases used herein and not otherwise defined herein shall have the meanings assigned in the Declarations.

## **1. GENERAL INFORMATION**

**Annual Meeting of Members:** An annual meeting of the Members (Owners of Condominium Units; see Definitions) shall be conducted in accordance with the Bylaws, at which time such business as comes before the Members shall be addressed, including an election to fill expiring terms of Board members.

**Board Meetings:** Meetings of the Board will be conducted at least quarterly, as provided in the Bylaws, and are open to all Owners and Non-Owner Occupants.

Only Owners are voting members of the Association.

**Board of Directors:** The business and affairs of the Association are governed by a Board of Directors consisting of not fewer than three (3) members, and not more than nine (9) members who are elected by the Owners in accordance with the Declaration and the Bylaws.

**Fire Safety:** The Swallow Hill Condominiums have been constructed to conform with fire and safety codes in the City and County of Denver. This includes the installation of smoke detectors throughout the buildings and fire alarms and sprinklers on every floor and in the garage levels. In addition, all Units have smoke detectors and automatic front entrance door closers; hallways have wall-mounted fire extinguishers. All of the above are required by fire code.

Owners, Non-Owner Occupants and Visitors must keep their Unit front entrance doors closed at all times. The exception is that Unit doors may be kept open during moves or when construction materials are being brought into/out of a Unit.

Automatic door closers, smoke detectors, and alarm boxes must not be removed. If necessary, you may contact the Property Manager for adjustment of the door closer.

**Fireworks:** No fireworks or firearms may be discharged or fired from, in, or around the Buildings or Property at any time.

**Floor mats:** Floor mats outside Unit doors are not permitted.

**Insurance:** The Association's policy excludes coverage for personal belongings, finishes (such as floor and cabinet surfaces), any upgrade or improvements to Unit and personal liability. The Association's entire insurance policy (coverage and limitations) is on file at the Property Manager's office as well as on our website.

**Littering:** It is forbidden to discard any items on the Common Elements or from the balconies, decks or patios at any time. This includes, but is not limited to, cigarettes and matches, food, paper goods and liquids.

**Maintenance:** Maintenance of all General Common Elements is provided by the building maintenance staff as directed by the Property Manager or the Board. Maintenance and repairs inside a Unit are the responsibility of the Owner.

**Moving:** Contact must be made with the Property Manager prior to moving in or out of a Unit. Rules and regulations pertaining to moving and deliveries are defined under item 12.

**Outside Lighting:** For holidays and other generally accepted special occasions, small, non-flashing outside lights may be hung for a period not to exceed thirty (30) continuous nights. Lights must not be permanently attached.

**Recreation Areas:** No Common Elements shall be used as recreation areas. Use of recreational equipment is not permitted on the Property except within Condominium Units.

**Smoking:** Smoking is permitted only within individual Condominium Units. Smoking is not permitted in the stairwells, garages or in or around any of the interior General Common Elements.

**Television:** Owner or Non-Owner Occupants are not permitted to have INDIVIDUAL satellite dishes. All Units are wired for satellite and/or cable service. Cable service may be initiated through private arrangement with the local television provider at the option of each Owner or Tenant. The cost for such service shall be the responsibility of each Owner or Tenant. The Property Manager may be contacted for satellite hookup details.

**Temperature settings in Units:** Thermostats shall be set to maintain a minimum temperature in a Unit of no less than 55 degrees Fahrenheit to prevent the possibility of damage resulting from the freezing of pipes, both individual and common, that pass near or through the Units. This requirement must be met even when the Unit is vacant.

**Visitors:** Swallow Hill is a controlled-access development. An intercom system connects the outer lobby area with the Owner's or Non-Owner Occupant's Unit. A Visitor may locate the desired Owner's or Non-Owner Occupants' name in the Building directory to contact the Owner or Non-Owner Occupants. The Owner or Non-Owner Occupants may then allow the Visitor access through the front door to the inner lobby by pressing 9 (the number specified for the lobby panel) on the Unit's telephone. Do not provide such access unless you know the Visitor requesting access.

## **2. ASSESSMENTS AND FINES**

Monthly installments of the Annual Assessments are due and payable on the first day of each month. Direct-deposit arrangements may be made with the Property Manager. If the monthly installment is not

paid within 30 days after the due date, the assessment is delinquent and shall bear interest from the date of delinquency at the interest rate equal to the lesser of (a) the maximum amount permissible by law or (b) 21% per annum. If an assessment is delinquent, the Board may assess a late fee each month of \$100. The Association may bring legal action against the Owner who is obligated to pay the same or foreclose the lien against the subject Condominium Unit. Interest, costs and reasonable attorneys' fees of any such action shall be collected as assessments.

See the Resolution of the Swallow Hill Condominium Association, Inc Regarding Policies and Procedures for Covenant and Rule Enforcement.

### **3. PROPERTY ACCESS**

All Owners and Non-Owner Occupants shall be entitled to access to and use of the Common Elements and the Limited Common Elements as provided in the Governing Documents, except to the extent that such access has been suspended or limited by the Association or is otherwise restricted by the Association's Governing Documents.

Non-Owner Occupants shall be entitled to access to the Common Elements only for the purpose of entering their Unit, for conducting Association business, or as a guest of another Owner or Non-Owner Occupant. If the Unit has been rented to another person, non-resident Owners have transferred their Common Elements' privileges to the occupant of their Unit.

Master keys will be maintained by the Property Manager for emergency entrance to any Unit and are for management's use only. The Property Manager will attempt to contact the Owner or Non-Owner Occupant prior to entering a Unit.

### **4. DISRUPTIVE CONDUCT**

No activity shall be conducted within any of the General Common Elements in a manner that may cause an unreasonable annoyance to other Owners and Non-Owner Occupants. Owners, Non-Owner Occupants and their Visitors may not at any time permit anything to be done in a Unit or on the Limited Common Elements that interferes with the rights, comforts or convenience of other Owners or Non-Owner Occupants.

Owner or Non-Owner Occupants shall reasonably minimize the impact of disruptive conduct on other Owner or Non-Owner Occupants, such as persistent dog barking, loud music, and/or loud voices/parties. Affected Owner or Non-Owner Occupants are encouraged to contact the parties responsible for the disruptive conduct prior to making a complaint to the HOA Board.

Quiet hours are from 11:00 p.m. to 8:00 a.m. Friday and Saturday and 10:00 p.m. to 8:00 a.m. Sunday through Thursday.

See also #10 regarding Hired Services.

### **5. BUILDING SECURITY**

Deliveries may be made directly to the recipient's Unit or to the inner or outer lobby of the building.

Garage doors should not be opened until they are in full view. The user of the doors must wait to assure their closure when both entering and exiting. This is both a security measure and a safety precaution.

Owner or Non-Owner Occupants must assure that all entrance doors are securely closed. Doors may be blocked open only if continuously attended.

All Owner or Non-Owner Occupants must be aware and alert to the need for building security at all times. Owner or Non-Owner Occupants should be observant and immediately report any suspicious person or activity to the Property Manager or Denver police.

For the purposes of security, outside solicitors, including but not limited to surveyors and campaigners are not permitted in the building unless accompanied by an Owner or Non-Owner Occupant.

See also #10 regarding Hired Services.

## **6. MODIFICATIONS**

No structural, architectural, electrical, mechanical, or plumbing modification is permitted in any Condominium Unit without the prior written approval of the Board.

Seven (7) working days in advance a Unit Owner or Owner's appointed representative must make a written request to the Property Manager for approval of any and all construction, or remodeling to be performed in a Condominium Unit. See Declaration Article 19, Alterations, Construction, 19.1.8, p. 56.

The Property Manager, within the parameters delegated by the Board, will reply to the Owner within five (5) working days of the receipt of the Owner's written request. If Board approval is required, the Property Manager shall advise the Owner as to the time the next Board meeting will be held at which approval will be considered.

At no time; however, should a failure of the Board and/or their Property Manager to meet these time constraints be construed as an approval to proceed with the work as submitted. The Board and their Property Manager shall exercise due diligence to ensure that there is a timely processing of each submitted request.

### **Standards**

No load may be placed on any floor that exceeds the floor load per square foot that the floor was designed to carry and that is allowed by law or that may, in the reasonable opinion of the Board or Property Manager, alter the structural integrity of the buildings, constitute a hazard to the buildings and the Owner or Non-Owner Occupants or damage the building.

Except as approved by the Board, no hole that penetrates more than three-quarters of an inch may be drilled in a Unit wall.

Drilling, nailing, painting, or altering the exterior of the buildings, including the brick and stucco walls, railings, floors and concrete columns, is not permitted. This includes brackets, decorations, ceiling fixtures and other attachments to the exterior of the buildings.

Except as provided in Use of Exterior Spaces (see item #9,) unless allowed by law, no signs or posters of any kind may be displayed outside of any Condominium Unit, or in the windows of any Condominium Unit visible from any point outside of the Unit.

Based on the scope of any modifications, an Owner or appointed representative must also provide proofs of licensing, liability coverage, bonding, and required permits before the work may proceed. An Owner may be required to reimburse the Association for damage, accidental or otherwise, that may occur in any of the Common Elements or to any other Condominium Unit. This includes, but is not limited to, elevators, carpeting, wood flooring, and paint.

An Owner or appointed representative must require any workers or contractors to contact the Property Manager to clarify all applicable rules and conditions before the work begins. The Property Manager will inform the workers or contractors of insurance, licensing, and bonding requirements as well as “quiet hours” regulations, entrances to be used for transporting construction materials, locations for preparing building materials for installation, and the requirement that elevator pads will need to be hung by the management company prior to transporting construction materials to a Unit.

Failure to comply with the Association’s requirements for prior written approval of any modifications may result in assessments or fines levied against the Owner. Moreover, the Board may, at its discretion, arrange for the removal or remediation of any non-conforming modification, the cost of which will be assumed by the Owner as a Default Assessment as provided in the Declaration.

#### **7. DECK AND BALCONY MAINTENANCE**

Cleaning of balconies on floors two (2) and above in a manner that causes water or other effluent to stain the brick under the scuppers or fall on the Property or Units below is prohibited. After Notice and an opportunity to be heard, all violations of this restriction will result in a fine.

#### **8. USE OF EXTERIOR SPACES**

Unit balconies, decks and patios are intended strictly for outdoor furniture, barbeques and planters. Umbrellas must be adequately weighted and closed when not in use or during periods of above normal winds. Exterior spaces shall **NOT** be used for the following: drying, cleaning or hanging of garments, bedding, towels, rugs and other similar articles; storing of bicycles, scooters, or motorcycles; storing of exercise or weight equipment; storing of pet carriers or cages, storage containers, trash, trash bins or recycle bins. In addition, any object that obstructs a clear view of the balconies, decks or patios is expressly prohibited. As noted in Rule #7, Standards, no decorations (including chimes, wind socks, art work, etc.) may be hung from any exterior surface at any time unless such items are specifically permitted by Denver, Colorado or Federal laws.

The sidewalks, driveways, entrances and stairwells must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the Buildings, unless otherwise authorized by the Board.

#### **Grills**

On balconies and upper decks, the only allowable grill, including smokers, is one that can be connected to the external gas supply or electric outlet provided on each Unit’s balcony or deck. Grills with liquid

propane (LP) gas containers larger than one pound are prohibited on balconies and upper decks. LP gas containers larger than one pound are allowed on ground floor patios when there are no balconies directly above or within ten (10) feet. Charcoal grills, fire pits and chimneas are not permitted. When in question, always observe the Denver Fire Code.

#### **9. BUSINESS OR COMMERCIAL ACTIVITY**

Owner and Non-Owner Occupants may use their Units for professional or home occupations as long as the applicable zoning ordinances permit such use and there is no external evidence of the business and no unreasonable inconvenience to other Owner and Non-Owner Occupants.

#### **10. HIRED SERVICES**

The behavior and actions of hired workers such as, but not limited to, housekeepers, dog walkers, caterers, contractors, etc., are the responsibility of the Owner and/or Non-Owner Occupant securing the services. Prior to their arrival, they must discuss with hired workers how and where to enter the buildings. Work that could be disruptive to neighbors including but not limited to work that would require loud noises (such as tile cutting, drilling and sawing) are prohibited from 8:00 PM to 8:00 AM daily.

#### **11. MOVING AND DELIVERY PROCEDURES**

The following procedures apply when household items are moved in or out of the buildings or when a delivery is expected. Examples include refrigerators, mattresses, furniture, etc.

The Owner is responsible for assuring that arrangements are made with the Property Manager at least 24 hours in advance of the move or delivery.

The front doors are not to be used for move-ins, move-outs or large-item deliveries under any circumstances.

#### **Moving Procedures**

The Property Manager will hang elevator pads prior to the scheduled move and, in the case of the Clarkson building, an elevator will be designated by the Property Manager. No objects heavier than the elevators' rated load capacity may be brought into or installed in any Unit. Moves may not occur during quiet hours (11pm to 8am Fridays and Saturdays and 10pm to 8am Sundays through Thursdays).

The Owner is responsible for the cost of any and all repairs and cleaning necessitated by a move. A new Owner must, in advance and usually at closing, pay a non-refundable moving fee of \$200.00 to the Property Manager. Owners who rent to tenants are charged a move fee for each incoming move. This fee will cover additional staff costs and may be applied to costs due to damage at the time of a move. Any amount of the fee that is not used to cover damages or staff costs will be placed in the Association's interest-bearing reserve account. If the fee does not cover the total costs of damage, excess costs will be billed to the Owner after the move and must be paid to the Property Manager within 10 days of receipt of the bill. If not paid, the unpaid amount may be assessed against the subject Unit as a Default Assessment, which shall be a lien upon the subject Unit as provided in Section 8.10 of the Declaration.

Following the completion of a move, the Property Manager will determine the cost of repairs and cleaning.

Moving materials, including boxes, packing materials, etc., may not be left in the halls, corridors or stairwells for more than one hour. All boxes that are to be discarded must be broken down and disposed of in the trash rooms. Moving boxes may be left on balconies, patios or decks for no longer than seven (7) days.

It shall be the dual responsibility of the Owner or Non-Owner Occupant to ensure that all the requirements of these Rules and Regulations are met related to moves. Any Owner or Non-Owner Occupants as well as the Property Manager have the right to deny access to the Buildings to any person or company attempting to implement a move that does not comply with these Rules and Regulations.

The Property Manager will maintain a written log of all moves that records the receipt and disposition of all fees.

### **Delivery Procedures**

The \$200 fee prescribed above is not required for deliveries. All other rules pertaining to moves, including contacting the Property Manager and assuming the costs for damages, apply to deliveries. An applicable delivery is one in which the item being delivered requires more than one person to move, such as, but not limited to, refrigerators, furniture and mattresses.

## **12. PARKING, GARAGE AREA, AND STORAGE SPACES**

The speed limit in the garage for all vehicles is five (5) miles per hour.

Motor vehicles must be parked within the marked Parking Spaces assigned. A motorcycle or motor scooter also may be parked in the space if it can be accommodated within the white lines. Bicycles must be stored on approved racks. (see item 14 Bicycles).

Vehicles owned by persons other than current Owner or Non-Owner Occupant are not allowed to enter the garage levels at any time. Leased vehicles or those provided by the Owner or Non-Owner Occupant's employer are exempt.

No trailers, trailered vehicles, campers, motor homes, or boats are permitted in the garages at any time.

Washing and/or maintenance or repairing of cars or other vehicles is not permitted in the garages or alley. Excessive pooling of oil and other automotive liquids under vehicles is not permitted; vehicle owners are responsible for the cleanup of excess fluid leakage. The Association may at its option clean the Parking Spaces. The cleaning cost incurred may be assessed against the subject Unit as a Default Assessment as provided in the Declaration, which shall be a lien upon the subject Condominium Unit as provided in Sections 8.10 and 8.11 of the Declaration.

Storage of personal property in the Parking Spaces other than those noted above constitutes a violation of the fire codes. Owner or Non-Owner Occupants in violation will receive a written notice that items must be removed within 14 days or will be removed at the expense of the Owner of the subject Unit.

If approved by the Board, a storage unit may be placed within the Parking Space to store non-flammable items such as bicycle equipment, windshield washer fluid and similar materials. Visit the Association website to download a Garage Storage Unit Application. This application should be sent to the Property Manager for Board approval.

The Association will not incur any liability or responsibility for loss of or damage to any parked vehicle or bicycle stored in a Parking Space or items in the storage closets or cages. Persons using the assigned storage cages shall assure that others' property is not damaged or otherwise at risk.

There shall be no parking where indicated by "Handicapped Parking" or "No Parking" signs or other markings, such as striped areas or in the passenger loading zones in front of the buildings.

Parking is allowed in the Handicapped Parking spaces in the garages only if the vehicle displays an official Handicapped Parking license or official hanging tag.

Any vehicle parked in an assigned Parking Space by other than the Owner or Non-Owner Occupant or any vehicle parked or abandoned in any Handicapped Parking space, Common Element, or a Parking Space not assigned to the Unit occupied by the Owner or Non-Owner Occupants is subject to ticketing, towing, or "booting" at the vehicle owner's expense.

The bulletin boards next to the elevators in both Buildings' garages are for the use of the Association, Property Manager and Owner or Non-Owner Occupants. Announcements and memoranda from the Association and Property Manager may not be taken down except by authorized persons. Owner or Non-Owner Occupants may use the remaining space for appropriately worded personal announcements, advertisements, etc.

### **13. BICYCLES**

Bicycles stored in the garage must be kept locked in approved racks, which must be installed by the Property Manager in the Owner's or Non-Owner Occupant's Parking Space, in an individual storage cage or closet, or at a garage location acceptable to the management company. Bicycles may not be stored on balconies or patios.

Bicycles should be taken from the garages by opening the garage doors.

Bicycles may not be taken through the front entrances.

Also see #9 Use of Exterior Spaces

### **14. SIGNAGE IN COMMON ELEMENTS**

No sign, advertisement or other lettering shall be exhibited, inscribed, painted or affixed by any Owner, or Non-Owner Occupants or other person on any part of the outside or inside of the Common Elements except as specifically approved by the Board. Nor, with respect to the Common Elements, shall any advertisement, announcement or solicitation of any kind be distributed or affixed in any part of the Buildings without the prior written consent of the Board.

## **15. TRASH DISPOSAL**

Trash and recycling receptacles are provided in the trash rooms on the first floor in both Buildings. NO toxic, hazardous, and/or flammable materials may be put in the trash rooms or receptacles. There is a trash chute on each floor above ground level for smaller trash such as a small kitchen garbage bag. All trash bags must be sealed or tightly tied.

Large items for disposal such as furniture, appliances, etc., must not be placed in the trash receptacles, the trash rooms or any Common Element. Owner or Non-Owner Occupants with large items requiring disposal should, if the items are appropriate for charitable donation, contact appropriate organizations directly and arrange pick-up from their Unit. If the items are not appropriate for donation, Owner or Non-Owner Occupants should make arrangements for pickup from their Unit or may contact the Property Manager for a special pickup, for which there will be a fee assessed. The fee is used to pay the hauling company.

## **16. PETS**

The keeping of pets in the Buildings is subject in all respects to the City & County of Denver local ordinances.

No pets are permitted in the Buildings other than domesticated cats and dogs, fish, birds, and other small mammals (such as ferrets and gerbils) or reptiles. In general, no more than two cats or two dogs may be kept in any Unit at any one time unless otherwise approved by the Board. It is the responsibility of pet owners to control their pets to ensure they do not disturb other Owner or Non-Owner Occupants. That responsibility includes, but is not limited to, preventing excessive pet-related noise and odors.

It is the responsibility of pet owners to immediately clean up any “accidents” that occur in the Common Elements and Limited Common Elements of the Buildings or to report any damage to the Property Manager. It also is the responsibility of all Owner or Non-Owner Occupants to report any pet damage to the Property Manager. Unit Owners may be responsible for any costs associated with cleaning Common Elements and Limited Common Elements as a result of pet “accidents.”

All pets are to be kept within the Unit in which they live. Pets are not permitted in any Common Elements of the Buildings at any time, other than as necessary to bring them into and out of the Buildings. Pets are required to be leashed and under the control of their owners at all times in the Common Elements and outside the Buildings, as required by local ordinance. Pet owners should make every effort to ensure that their pets do not relieve themselves on any Limited Common Elements including but not limited to the building entrance walkways, steps, sidewalks, patios or balconies.

## **17. RULES FOR LEASING OF UNITS**

The procedures for and restrictions upon the leasing or subleasing of Units as set forth in the Association’s Governing Documents must be followed by all Owners. A lease, with the length of the lease noted, must be submitted by the Owner to the Property Manager to be maintained on file at the Property Management Company. The Owner may exclude monetary information in the lease, such as the rental rate. In addition, Owners must provide the Management Company with the name(s), business

address(es), and telephone number(s) of the tenant(s) as well as the make(s), model(s) and license plate(s) of any vehicle(s) as well as their own offsite contact information.

The Non-Owner Occupants will receive a copy of the current Rules and Regulations, the Policy and Procedures and the other Governing Documents from the Management Company and must agree to adhere to this document.

There shall be no more people residing in a Unit than are permitted by applicable local ordinances.

**18. LOCKBOX USAGE**

Lockboxes may not be attached to exterior Common Elements; they may only be attached to Unit door handles. Real estate agents who require access to Units should contact St Charles Town Company for instructions on how to enter the building.