

CODES FOR COMMUNITY LIVING:

A Handbook

For the Residents of

VILLAROSSO

Residences At DTC-West

Revised 02/18/02

VILLAROSSO RESIDENCES AT DTC WEST
CONDOMINIUM ASSOCIATION, INC.

Rules and Regulations for Community Living

Table of Contents

Definitions.....1

Brief Facts You Need To Know.....3

Rules and Regulations

I. Introduction.....5

II. Assessments and Fines.....5

III. Suspension of Common Element Privileges.....6

IV. Access Privileges.....6

V. Building Security.....6

VI. Alterations.....7

VII. Business or Commercial Activity.....7

VIII. Outside Contractors.....8

IX. Move-In and Move-Out Procedures.....8

X. Parking Garage: Spaces and Storage Lockers.....8

XI. Building Lobby 9

XII. Trash Chutes and Dumpsters.....10

XIII. Pets.....10

XIV. Leasing11

XV. General and Miscellaneous.....11

Appendices.....13

DEFINITIONS

Adult: anyone 18 years of age or older.

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

Association: the VILLAROSSO RESIDENCES AT DTC WEST Condominium Association.

Building: the building in which the VILLAROSSO RESIDENCES AT DTC WEST is located.

Bylaws: the rules provided for the organization of a condominium association, its membership, its administration and its maintenance.

Board: the duly elected Board of Directors of the VILLAROSSO RESIDENCES AT DTC WEST Condominium Association.

Common Elements all real property owned in common by the Members of the Association for the common use and enjoyment of the residents including hallways, elevators, elevator, lobbies, grounds, walkways, and the general common elements of the garage, courtyard, and building lobby.

Condominium: each of the units located within the building, together with all limited common elements appurtenant thereto, and together with an undivided interest in all General Common Elements, all as more fully set forth in the Declaration.

Declaration: the VILLAROSSO RESIDENCES AT DTC WEST Condominium Declaration, as the same may from time to time be amended or restated. Amendment recorded 9/7/2000 at Rec. No. 2000129024.

General Monthly Assessment: assessment of each homeowner calculated, paid, adjusted, and reconciled in accordance with Article 7, Section 1 of the Declaration.

Elected Directors: all directors of the Board elected by the owners as opposed to those appointed by Declarant.

General Common Elements: see "Common Elements".

Members: each owner of a condominium unit.

Owner: the owner of record (whether on or more persons or entities), of any condominium that is part of VILLAROSSO RESIDENCES AT DTC WEST.

Parking Spaces: the parking spaces designated as such on the Condominium Map and assigned as Limited Common Elements appurtenant to specific units.

Property Manager: an outside managing agent employed by the Board to perform or exercise duties on behalf of the Association as set forth in section 4.15 of the Bylaws.

On-Site Manager: An employee of the managing agent or the Association who works exclusively for the benefit of the Association and its members and whose office is located at VILLAROSSO

RESIDENCES AT DTC WEST. An On-site Manager may be a resident of VILLAROSSO RESIDENCES AT DTC WEST as well but cannot be a Member.

Resident: any person whose place of residence is VILLAROSSO RESIDENCES AT DTC WEST whether as an owner, guest, licensee, invitee, or tenant.

Unit: each individual residential unit located in the building.

Smoking: smoking of cigarettes, cigars, pipes, etc.

BRIEF FACTS YOU NEED TO KNOW

Management Office: The office of the On-site Manager is open Monday through Friday from 9:00 a.m. until 4:00 p.m. Packages delivered and signed for by the on-site manager may be picked up between these hours. The Manager will also place packages in your unit at the resident's request. **IN THE CASE OF EMERGENCY (RISK OF LOSS OF LIFE, LIMB, OR PROPERTY), CONTACT THE ON-SITE/RESIDENT MANAGER OR THE MANAGING AGENTS AFTER HOURS EMERGENCY NUMBER.**

Board of Directors: The business affairs of the Association shall be managed by a Board of Directors (the "Board"), as provided for in the Declaration, Article 6, Sections 4, 6, and 8.

Board Meetings: Board meetings are held periodically in accordance with the Bylaws.

Annual Meetings: An annual meeting of the Members shall be held in accordance with the Bylaws for the transaction of such business that may come before the meeting including an election to fill expiring terms of Elected Directors. The annual meeting is open to all Members.

Entry System: VILLAROSSO RESIDENCES AT DTC WEST is a controlled access building. Guests and/or visitors must enter the building through the main entrance on the courtyard. A telephone access control system operates between the outer lobby and a resident's unit. By following the instructions on the control panel a visitor may locate the desired resident's name in the directory and call that resident on the intercom phone line. The resident may then press the number 9 on their telephone keypad to unlatch the lobby door. Codes can also be assigned at a resident's request for the purpose of lobby entry without the use of a key. However, these codes are for residents only and should never be given to non-residents in any situation. See manager for more details.

Maintenance: The building maintenance staff provides maintenance of all general common areas. Repairs inside a unit are the responsibility of the owner. This includes but is not limited to drain clogs and filter replacement. The on-site manager has a list of contractors that have been approved by the Property Manager for your convenience.

Moving: For moving in or out of VILLAROSSO RESIDENCES AT DTC WEST an appointment must be made with the On-site Manager. Rules and regulations for move-in and move-out can be found in Appendix I.

Cable Service: All units have been wired for cable. Service may be obtained through your local cable provider. More information is available in the management office. Cable technicians should be scheduled during normal business hours and will need to see the on-site manager for access to cable boxes.

Homeowner's Insurance: The Association's insurance policy excludes coverage for personal property and personal liability. Residents should consider coverage under a "HO-6" policy. Ask you insurance provider.

Energy Conservation: Everyone benefits financially from energy conservation through conservative thermostat settings. Use cold or warm water in washing machines when possible. Filters should be changed within 3 months of initial occupancy and every 6 months thereafter. Management will stock filters to purchase for your convenience.

Fresh Air: Building corridors usually have "positive pressure" status, meaning that air does not flow readily from units into the corridor areas, but vice-versa. Such a system is defeated when unit doors are permitted to stand open thus possibly permitting smoke, food odors, etc. to enter corridors and other units. Fire codes require that unit doors be kept closed at all times.

Floor Penetration: The building is constructed with "post tension concrete", a reinforced concrete in which the steel is put under tension and the concrete under compression after the concrete has hardened. IT IS EXTREMELY HIGH TENSION. Therefore, floor penetration is prohibited.

Fire Safety: **VILLAROSSO RESIDENCES AT DTC WEST** has been constructed to conform to fire and safety codes in the City and County of Denver. This includes hardwired smoke detectors throughout the building, fire alarms, and sprinklers on every floor. In addition to common areas each unit has smoke detectors and sprinklers as well. Great care should be taken to not hit or damage the sprinkler heads. In the case that you have inadvertently caused the sprinklers to activate immediately proceed to the South Stairwell on your floor where a shut off valve is located. Turn valve to stop the flow of water and turn the lever to drain pipes. Management will show Members the procedure upon request.

VILLAROSSO RESIDENCES AT DTC WEST

Rules and Regulations

I. Introduction

- A. These Rules and Regulations are designed to protect the common interests of each homeowner and to collectively assure the rights of all homeowners and residents of VILLAROSSO RESIDENCES AT DTC WEST. Any Member or the On-site Manager may charge violations of said rules and regulations. Reports of violations by Members should be submitted in writing to the On-site Manager describing the nature of the violation and the date and time of occurrence.
- B. The Board of Directors and the On-site Manager shall enforce these Rules and Regulations, the Association Declaration, the Articles of Incorporation, and Bylaws relating to VILLAROSSO RESIDENCES AT DTC WEST Condominiums. Appropriate legal action may be taken for infractions thereof.
- C. The Association will make copies of these Rules and Regulations available to all residents. Members may request copies of the Declaration and Bylaws.
- D. **A signed and dated acceptance form (see Appendix II), from every resident indicating receipt, understanding, and willingness to comply with these Rules and Regulations shall be kept on file in the Management Office.**

II. Assessments and Fines

- A. General Monthly Assessments are due and payable on the first day of each month. If the General Monthly Assessments (or any other assessment imposed under the Declaration) is not paid within 15 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 21% per annum and 5% every month thereafter until delinquent assessments are paid in full. The Association may bring legal action against the delinquent owner or foreclose the lien against the subject condominium (or parking space when applicable), and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of said assessment.
- B. In addition to fines specified in the Declaration or the Bylaws, the Association may levy fines against residents who violate any provision of the governing documents for which no specific penalty is provided. Such fines may be levied following prior written notice sent by first class mail or personal service providing the Member an opportunity to be heard before the Board on the subject violation. First violation fines shall be not less than \$25.00 and subsequent violation fines shall be an expense of the subject unit and shall be due and payable with the next general monthly assessment. All such fines shall constitute a lien on the subject unit as provided for in section 7.8 of the Declaration and may be referred for legal action. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such fines.
- C. The assessment and collection of General Monthly Assessments, Special Assessments, Individual Purpose Assessments, Default Assessments, Parking Assessments, and other charges, costs, interest, fees, fines, or other assessments not specified above are otherwise governed by the Declaration and the Bylaws.

III. Suspension of Common Element Privileges

- A. The voting rights of a Member shall be suspended during any period in which such Member is in default in the payment of any assessment levied by the Association. The Association may also suspend such rights after notice for a period not to exceed 60 days for each infraction of any other provision of these Rules and Regulations or any of the other governing documents.
- B. The Association may maintain and post at its discretion a list of all units whose privileges are under suspension.

IV. Access Privileges

- A. All residents shall be entitled to the access and use of their unit and the VILLAROSSO RESIDENCES AT DTC WEST common elements as provided for in the governing documents except to the extent that such access has been barred by any court record or has been suspended by the Association for cause and/or is otherwise restricted by specific policies, procedures, or rules promulgated by the Association in the furtherance of its obligation to regulate the project in the best interest of all owners.
- B. Non-resident owners who have leased their unit(s) to another shall be entitled to access to the general common elements only for the purpose of entering the unit they have leased to a third person for the purpose of conducting Association business or as a guest, invitee, or licensee of another resident. Non-resident owners are deemed to have transferred their general common element privileges to the occupant of their unit and shall not have general common element privileges of their own.
- C. All non-residents other than non-resident owners may enter the premises only:
 - 1) In the company of unit resident,
 - 2) After being "buzzed" through the front door by a unit resident, or
 - 3) After being admitted in to the lobby by building staff in accordance with specific instructions from the Association or a unit resident.
- D. All Residents must provide management with a spare set of keys to be kept on file in the On-site Manager's office for emergency entrance to the unit and for management's use only as provided for in the Declaration. These keys may not be given out to anyone for any reason.

V. Building Security

- A. Delivery services (UPS, Federal Express, etc.) are required to check in with the On-Site Manager. Never buzz these people in directly from your unit. The manager will notify residents when packages have been signed for on their behalf. Please notify management if expecting something "URGENT" to make immediate delivery arrangements.
- B. Garage doors must not be activated until the door is in full view and then should be closed promptly. This is not only a security measure but a safety precaution as well. Garage doors are never to be disabled for deliveries, move-in/move-out, etc.

- C. Doors leading into and out of the elevator lobbies on the garage levels must be pulled closed and kept closed at all times as are pedestrian doors next to rolling garage doors. Please ensure that the doors have closed behind you upon entering or exiting. Doors are not to be blocked open unless attended and in continuous view by the user.
- D. Never give entry to someone who may be looking for the On-site Manager, sales staff, or any other building employee. All such visitors should contact said personnel via the entry system just as all other visitors.
- E. All residents must be aware and alert to the need for building security at all times. Residents should be observant and immediately report any suspicious activity or loitering to the On-site Manager.

VI. Alterations

- A. No Architectural alteration or additions are permitted in any unit without the prior written approval of the Board. This includes, but is not limited to, plumbing alterations, electrical alterations, and most importantly anything that would require penetration of the flooring system, (see section on "Floor Penetration"). Due to restrictions in floor penetration floating floors are recommended instead of hardwood.

Approval procedure forms are available in the On-site Manager's office for use in applying for Board approval. Keep in mind that some alterations may require the approval of the building architect as well. Make submissions early to avoid delay in work schedules.

- B. Drilling into, painting, or any other alteration of balcony/patio ceilings, balcony/patio walls, divider walls, and concrete columns is not permitted. Brackets or any other attachments to balcony/patio railings are not permitted. These are all limited common elements and are governed and maintained by the Association.
- C. Except for doorbells, knockers, front door wreaths and doormats nothing shall be hung or placed on the unit doors or placed in the hallway outside of any unit. Doorbells and doormats must be compliant with Association standards. Contact the On-site Manager's office for information regarding said standards.
- D. No signs or posters of any kind may be displayed outside of any unit, in the windows, or on the balconies/patios that would be visible from any point outside of the unit. Visible window treatments, drapes, etc shall be colored white, off-white, light gray, or a similar neutral color.
- E. Failure to comply with any Association requirement for prior approval of any alteration may result in substantial assessments or fines against the responsible resident.

VII. Business or Commercial Activity

- A. Business or commercial activity is strictly prohibited by the Declaration. Such prohibited activity shall include, but is not limited to, all for-profit efforts conducted within/from any common elements or within/from any unit in VILLAROSSO

RESIDENCES AT DTC WEST. The units shall be used and occupied by the owners or their tenants for residential purposes only.

- B. A resident may use a unit for a professional or home occupation as long as applicable zoning ordinances are not violated, there is no external evidence thereof, and no unreasonable inconvenience to other residents or management is created thereby.

VIII. Outside Contractors

- A. Management must be notified well in advance of any and all contractors scheduled to work in any unit. This includes but is not limited to contractors hired for the purpose of construction, remodeling, phone installation, cable installation, or other utility company workmen. In the case of construction/remodeling contractors, management will determine based on the scope of work what types of licensing, liability insurance, bonding, and permits are required and whether a damage deposit is required before the work may begin. Work may be delayed or prohibited in the absence of management notification.
- B. Residents should obtain a copy of the Contractor Rules and Regulations from On-site manager. Copies are available for distribution to contractors at the resident's request. A form acknowledging the receipt, understanding, and willingness to comply with said rules and regulations shall be signed and returned to building management and kept on file.
- C. A resident contracting to have work done in their unit will assume full responsibility for the following.
 - 1) Compliance with the VILLAROSSO RESIDENCES AT DTC WEST alterations policy.
 - 2) Compliance with the VILLAROSSO RESIDENCES AT DTC WEST Contractor Rules and Regulations.
 - 3) Reimbursement to the Association for any and all damage, accidental or otherwise, that may occur to any of the common elements as previously defined or to any other unit.
 - 4) Scheduling for the use of a protected elevator with management when necessary.
 - 5) Having contractors/workmen check with the On-site Manager to clarify all applicable rules and conditions before work begins. Management will advise of insurance, licensing, and bonding requirements as well as the Contractor Rules and Regulations.
 - 6) Insuring that the worker(s), materials, tools, and equipment are transported only through the protected elevator cab and never through the lobby.

IX. Move-In and Move-Out Procedures

See Appendix I.

X. Parking Garage: Spaces and Storage Lockers

- A. Motor vehicles must be parked within the marked parking spaces. A motorcycle, motor scooter, etc. may also be parked in a space if and only if it can be accommodated within

the yellow lines and does not adversely impact the vehicles parked on either side. By mutual agreement of the parties involved three vehicles may be parked in two spaces.

- B. Vehicles operated by anyone other than current residents or their guests are not allowed to enter the Association's common element garage levels at any time without specific authorization of the On-site Manager.
- C. No trailers, motor homes, boats, etc will be permitted or stored on any portion of the premises at any time without special permission from the On-site Manager, and then only for a brief, temporary period of time and in extenuating circumstances.
- D. Derelict or abandoned vehicles are not permitted to remain on the VILLAROSSO RESIDENCES AT DTC WEST property. All such vehicles will be towed at the owner's expense after written notification of violation has been given.
- E. Washing cars or other vehicles or making mechanical repairs on vehicles is not permitted on the property. Vehicles shall be maintained so as to avoid excessive and unsightly oil and other operating fluid stains or pools under the vehicles on the garage floors. Vehicle owners are responsible for the cleanup of excessive fluid leakage if it does occur.
- F. Storage of any type in parking spaces is prohibited. Storage of personal property other than vehicles themselves in the parking spaces constitutes a violation of enforceable fire codes. This includes but is not limited to windshield washer fluid. Management will remove such items and if not claimed within 30 days items will be disposed of. In the case that confiscated material requires special disposal (oil, paint, etc.), owner of the space will be assessed the costs of proper disposal.
- G. Do not store newspapers, magazines, books, charcoal, gasoline, propane or any other flammable material in storage lockers in storage lockers. Files may be stored in fire rated file cabinets. Do not store anything closer than 18" to the sprinkler heads (by order of the Denver Fire Department).
- H. The Association will not assume any responsibility for loss of or damage to any parked vehicle or items in storage lockers.
- I. There shall be no parking where indicated by "No Parking" signs or yellow curb markings.
- J. An unauthorized vehicle parked in an assigned parking space is subject to immediate towing at the vehicle owner's expense without prior notification.

XI. Building Lobby

- A. The building lobby is intended as a waiting area for residents who may wish to greet guests, say good-bye to guests, wait for taxicabs, and greet other residents or any other relatively short-time usage. It is not intended to be an extension or substitution for a unit. Longer-term lounging, reading, business discussions, etc., are best done in one's own unit.

- B. There shall be no movement of bicycles, carts, dollies, or transport of any materials or items not hand carried through the lobby at any time.
- C. The use of scooters and roller blades in the lobby is strictly prohibited.

XII Trash Chutes and Dumpsters

- A. Trash chutes are located at the north end of floors two through seven. Dumpsters are located on the north end of the first floor. Although the doors to the chutes remain unlocked, a key is required to open the chute itself. It is very important that chutes are kept closed and latched when not in use so that effective safety measures may be implemented. A red light on the right side of the chute indicates that work is being done in the first floor dumpster room and chutes are temporarily out of service. A chute that does not latch properly creates a significant liability risk to the Association and its members. Report any problems with chutes immediately to the On-site manager.
- C. Applicable city codes require that all trash and garbage must be sacked and tied. It is not permissible to dump any loose trash or garbage down the chutes at any time. This includes, but is not limited to, vacuum cleaner bags, kitty litter, and newspapers. Trash that is not bagged and tied not only creates a fire hazard but also is also unsanitary and will attract bugs and rodents.
- D. Trash chutes are designed for disposal of domestic trash only. Construction debris is not permitted in the chutes or first floor dumpsters. (See Contractors Rules and Regulations).
- E. Some items should never be put in to the chutes. These include, but are not limited to, cardboard, pizza boxes, notebooks, or any other item that is not pliable. An item that does not bend can clog the chute and create a hazard for employees thus increasing liability to the Association and its members.
- F. Large items such as furniture and appliances should not be placed in or near the dumpsters. Special arrangements should be made for pick-up of such items. The On-site Manager can assist in these matters but is not responsible for the removal of such items.
- G. Be considerate to your fellow residents. Trash chutes are to be used between the hours of 7:00 a.m. and 10:00 p.m. Extra keys may be purchased from the On-site Manager.

XIII Pets

- A. Pet ownership is subject in all respects to Article 4, Section 6b of the Declaration.
- B. All pets should be registered with the On-site Manager along with any special instructions should an emergency entry to your unit be required.
- C. No pets are permitted in the VILLAROSSO RESIDENCES AT DTC WEST other than domesticated cats, dogs, fish, birds, and other small mammals such as ferrets or gerbils. No more than two cats or dogs may be kept in any unit at any one time.

- D. It is the responsibility of every pet owner to control their pets in such a manner as to ensure that they do not interfere with other residents' enjoyment of their property. This includes cleaning up after pets pursuant to the Declaration which states "... such animal shall not be allowed to litter the Common Elements. In the event such animal does litter the Common Elements, the Owner responsible for such animal shall immediately dispose of such litter".
- E. All pets are to be kept within the owner's unit. Pets are not permitted in any general common element of the building or grounds at any time except for purposes of entering and exiting the building.
- F. Visitors and guests may not bring their pets in the building at any time. The only pets allowed into the building are those whose owners currently reside on premise and are registered with building management.

XIV. Leasing

- A. Leasing of units for less than 6 months is not permitted. Subleasing units is prohibited.
- B. The procedures for and restrictions upon the leasing of units, as all owners must follow are set forth in the Declaration. All leases are subject to the advance written approval of the Board to determine their compliance with the Declaration. The owner of the leased unit is responsible for providing a copy of the lease to the Association and obtaining said approval prior to the execution of the lease. Monetary aspects of the lease agreement may be omitted in the lease provided such as rental rate and security deposit amount.
- C. All Board approved leases shall be kept on file in the On-site Manager's office along with the names and contact information of tenants.
- D. A \$250 security deposit is required from all Members who wish to lease their units, payable to VillaRosso HOA. Said deposit must be received prior to the leasing party's move-in and will be returned within 30-days of lease expiration. The Association may retain said security deposit in its entirety or any portion of the deposit should tenant cause damage to any common area or tenants actions have resulted in cleaning costs being incurred by the Association. Should the deposit amount not cover damages and/or cleaning costs the balance will be charged to the owner of the leased unit and is due with the next General Monthly Assessment.
- E. There shall be no more occupants of any unit (leased or otherwise) then permitted by applicable zoning ordinances.

XV. General and Miscellaneous

- A. Nothing may be placed on a balcony or patio above the level of the top rail in such a way that might allow the item to tip or fall from the balcony/patio walls. Wind socks, chimes, etc. may not be hung on the exterior of a unit. Garments, rugs and other such items may not be hung or draped over any exterior area visible to others.
- B. Except as may be specifically authorized elsewhere in these Rules and Regulations or the governing documents, the only permissible items in balconies/patios are outdoor

APPENDICES

Appendix I

VILLAROSSO RESIDENCES AT DTC WEST CONDOMINIUMS

MOVE IN/MOVE OUT PROCEDURES

MOVING HOURS

WEEKDAYS 8:00 A.M. TO 5:00 P.M.

WEEKENDS WITH PRIOR SCHEDULING WITH ON-SITE MANAGER

Residents should consider the following when planning their move into or out of the VILLAROSSO RESIDENCES AT DTC WEST.

1. The dimensions of the hallways are 5' wide and 8'6" high at ground level even with grade.
2. The elevator cab doors are 3'6" wide and 7' tall and elevator cab is 9' tall. There is no freight elevator.
3. Overhead clearance in the parking garages is limited to 7'.
4. It is recommended that residents or their moving companies inspect the elevator lobbies, elevator cabs, and hallways to and from the unit to record any pre-existing damage with On-site Manager prior to beginning a move.
5. Residents must supervise their move-in/move-out. Arrangements for deliveries in absentia must be made with the On-site Manager prior to delivery date and an Access Authorization form completed. Forms are available in the management office.
6. A damage deposit is required for any self-move or move by a non-established or non-qualified company or persons. The On-site Manager based on the circumstances of the move will determine the amount of the deposit that in no case shall be less than \$500. The deposit will be returned within 24 hours of the move following inspection of all pertinent common areas. In the event of damage or cleaning claims the Association shall hold the deposit until claims are settled. If damages or cleaning costs are less than the deposit amount the excess will be returned within a reasonable amount of time. Any costs not covered by the damage deposit will be billed to the owner of the unit in all cases and will be payable with the following General Monthly Assessment. The damage deposit will be waived if a licensed, professional moving company who has provided the On-site Manager with a Certificate of Liability Insurance and bonding coverage in advance conducts the move.
7. Homeowners who lease their units are required to pay a \$250 security deposit (separate from the damage deposit mentioned above), as stated in Section XIV of the Codes for Community Living. Deposit must be received prior to move-in. Personal checks, money orders, and certified checks will be accepted. NO CASH.

8. All moves are to be conducted through parking garage level P2 and in some cases the ground floor North entrance. Nothing should be moved through the front lobby without exception.
9. A reservation for a protected elevator is required and all flooring in common areas must be covered by plywood or particleboard taped to the floor surface.
10. All cardboard, boxes, and any large items must be disposed of by taking them to the trash room and placing them in the dumpsters. **BOXES SHOULD BE BROKEN DOWN AND FLATTENED BEFORE PUTTING THEM IN THE DUMPSTER.** The trash room is located at the end of the north hallway on the first floor. (See section XII of the Codes for Community Living).