

Estes Square Condominiums

RULES AND REGULATIONS

These rules and Regulations are set forth in accordance with the By-Laws, Articles of Incorporation, and the condominium Declaration.

LEASING: In instances where Residents of Estes Square Condominiums are leasing and/or renting from another individual or agent, the owner of the property is responsible for his or her tenants.

The owner must provide the tenants and agents with copies of the Rules and Regulations, and associated penalties prior to occupancy.

The Owner shall be liable for any fines or penalties. The rental or lease of any unit and renewal of any rental or lease agreement must be in compliance with the Declaration, by-laws, Rules and Regulations, and Articles of Incorporation.

ADVERTISEMENT: No signs are permitted except as follows: For Sale, For Lease, For Rent, and Burglar Alarm Signs. These may be placed in the window or on the fences. Only one sign per unit not to exceed 30" by 30" is allowed.

AUTOMOBILES: Cars and trucks parked in the parking lot or in front of the complex that are not in operating condition are subject to towing. **This includes vehicles with flat tires, expired plates, expired emissions, or any other defect, which would make the vehicle undrivable or illegal.**

The first warning will be a 48-hour notice to correct the problem. If you receive more than one notice on the vehicle, you will be only given a 24-hour notice to correct the problem. After the time has expired, the vehicle will be towed at the owner's expense.

AUTOMOBILES CONTINUED: Any vehicle parked on the lawn or rock areas, incorrect assigned parking spot, handicapped zones, loading zones, or not in a designated parking spot will be towed without notice at the owners expense. This includes visitor parking and fire lane. [A designated parking spot is defined as a vehicle being parked between two yellow lines]

Not to exceed two (2) vehicles per two bedroom unit or one (1) vehicle per one bedroom unit. Arrangements for additional parking may be requested from the Board of Directors for an added monthly fee.

WALKWAYS, STAIRWELLS, and LANDINGS: Walkways, stairwells, and landings must be kept clean of personal property at all times. This includes such items as furniture, grills, bicycles, wagons, and toys. Any personal property left in these areas will be removed with out notice.

TRASH ENCLOSURES: All trash must be placed in dumpsters. **NO TRASH IS TO BE LEFT OUTSIDE THE DUMPSTERS.** If it becomes necessary for maintenance to remove trash, you will be charged a fine of \$50.00 per trash pickup. Bottles, cans, paper, trash and personal property must not be left on lawns or in parking areas. **The trash company will not pick up the following items: televisions, furniture (Building or Re-modeling materials, couches, tables, chairs, televisions, etc.) It is your responsibilities to have these items removed; failure will result in fines plus the cost of removal of these items.**

SMOKE ALARMS: Each unit must, at all times, have at least one operational smoke alarm.

COMMON AREAS: Frisbees, rocks, balls, airplanes, kites or any similar articles, are not permitted in the common areas. [Common area defined as follows: any place outside the structures, including the land, easement and appurtenances.] Toys, personal items or personal property left out in the general common area, or in front of the units, will be considered abandoned and will be removed with out notice. Drying of laundry is not permitted outside of the units.

COMMON AREAS CONTINUED:

Climbing trees, fences, on cars or buildings is absolutely forbidden.

Yard and garage sales are not permitted, except for the Annual Association Community Sale.

Tampering with common area is not allowed. This includes, but is not limited to, trees, shrubs, rocks, lawns, fences, and signs.

NOISE: Excessive noise or loud music will not be tolerated. If your stereo, television, or party can be heard outside of your unit, it is too loud. No illegal activities will be permitted. If necessary, police will be called. If a renter causes the disturbance, the owner will be asked to terminate the lease and face possible fines. The HomeOwners Association will fine homeowners as the situation warrants.

PETS: If you are a renter, you must have permission from your landlord to have a pet. Dogs must be controlled on a leash at all times when in the common area. They must also be kept away from the trees, bushes and shrubs. The owner must remove any pet waste immediately. Owners and renters (all residents) shall restrain pets from making disturbing noises. Owners and renters alike must follow and obey all laws concerning pets as published by the City of Lakewood.

MAINTENANCE: No owner or lessee shall install wiring for electricity, telephone, televisions, antennas, air conditioners or any other similar items on the exterior of the complex, except as expressly authorized by the Board of Directors. Window type air conditioners constitute a change in exterior. No remodeling of the exterior of the structure, such as: installing a fireplace, adding on to the original structure a room, porch, storm doors, or windows, lighting fixtures, etc. is permitted. Any owner or lessee making repairs in their unit may be held responsible for damages resulting from such repairs or attempted repairs.

MAINTENANCE CONTINUED: Written request for a variance to this Rule must be submitted, with drawings and specifications to the Board of Directors for their review and approval or disapproval, before any installations are started.

WINDOWS: Must be in good repair and properly installed. Absolutely no sheets, blankets, aluminum foil or other objects may be used to cover the windows. Screen, windows, and storm doors must be in good repair at all times.

STORAGE: Owners and tenants are responsible for keeping their patios and porches neat and clean. Storage sheds are prohibited.

FLAMMABLE MATERIALS: NO Flammable material may be stored in any unit. All barbecues must be at least 4 feet away from fences and buildings due to high risk of fire.

FINES: These rules have been implemented to improve living conditions in a close proximity, multi-family environment. And to protect your property and your property values. Enforcement of these rules is the **express duty** of the Board of Directors and Management Company.

Fines will be as follows:

First offense: \$50.00

Second Offense: \$100.00

Third and subsequent offenses: \$200.00 and possible legal action

Each rule is subject to a separate fine and violation.

Any fee's levied by the Board of Directors will be due and payable immediately. Failure to pay or be current with their fees will be treated in accordance with the declaration and applicable By-laws.

FINES CONTINUED: As a homeowner, you have the right to appeal these fines to the Board of Directors of the Association. You should have a witness and documentation of why your unit is not in violation prepared for the appeal. Please call the Management Company within 10 days of the fine notice if you wish to appear in front of the Board of Directors to appeal the fine, so the proper time can be allocated for your appeal at the meeting. If you call, all collection actions for the fine will cease until your appeal is heard by the Board.

If fines are not paid in full, a lien will be filed.

COMPLAINTS: May only be made by owners in **good standing** (All fines and fees completely paid). Complaints must be in writing to the Board or the Management Company, who will act on the complaint. **Lessees or renters must contact the owner of their unit to register complaints.**

IN-HOUSE BUSINESS: No "in-home" business or businesses, i.e. Babysitting, music lessons, beauty salon, or any other business for profit are to be conducted at any unit for any reason, without the express and definite approval of the Board of Directors.

October 22, 1999