



## **Steam Plant Lofts Condominium Association** **Rules For Community Living**

**Steam Plant Lofts is an Association of individuals and a community of residents with a common interest in maintaining the highest quality of life for all residents.**

**These Rules are intended to be a guide for the efficient and prudent operation of the entire building and grounds; for building maintenance and cleanliness; for pleasant living; and as a means of a reminder that each of us has a responsibility to one another and that all residents must be fair to one another and to the Association as a whole.**

**As a Resident, you also have a stake in the common elements, equipment, furniture, landscaping, etc. We are confident that all residents will have a rightful sense of pride in these facilities and will cooperate in every way possible in the use, plans and programs of Steam Plant Lofts.**

**The rules and regulations are enforceable under authorization of the Association's Declaration and its Bylaws.**

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## **I. GENERAL INFORMATION**

The Board of Directors shall have the power and duty to hear and make decisions regarding violations.

Complaints must be written and signed, and then filed with the Board pursuant to these Rules and Regulations. The Board of Directors will keep the complaint information confidential, and may determine enforcement action on a case basis, and take other actions as it deems necessary and appropriate to assure compliance with the rules and to create a safe and harmonious living environment.

- 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 Steam Plant Lofts. Violations may be charged by any resident, or by the Management Company, by signing and delivering a written explanation of the asserted violation to the Management Company's office.
- B. These Rules and Regulations, the Association Declaration, the Articles of Incorporation, and Bylaws relating to Steam Plant Lofts shall be enforced by the Board of Directors and the Management Company.
- C. The Association will make copies of these Rules and Regulations and the other documents available to each homeowner. Homeowners are responsible for making copies for their tenants.

## **II. PROCEDURES AND ENFORCEMENT**

The Board of Directors may amend, modify, revise, repeal, restate or expand these Rules and Regulations in whole or in part upon no less than 30 days prior written notice, except in the event of an emergency. In the event of an emergency the Board of Directors may act without prior notice provided that notice of such emergency rule making shall be given immediately to Owners. Notice shall be sufficient if it is posted in a conspicuous place in the Loft Building or sent to each Resident via e-mail. The Board of Directors may determine fines and procedures for collection.

Reasonable procedures, including notice of alleged violations, and the opportunity to be heard, shall be implemented by the Board of Directors for enforcement of the Rules and Regulations. All fees and charges imposed by the Board of Directors and all costs incurred by the Association in enforcement of the Rules and Regulations, including but not limited to any corrective actions, shall constitute assessments enforced against Owners pursuant to the provisions of the Declaration.

No failure by the Board of Directors to insist upon the strict performance of any term or provision contained in the Rules and Regulations shall constitute a waiver of any such term or provision unless such waiver is made in writing by the Board of Directors.

### **III. SUBMITTING OF COMPLAINTS**

Complaints concerning violations of the Rules must be directed, in writing, to the Board of Directors. Any homeowner or the Management Company may initiate a complaint. After receiving the complaint the Board of Directors will first determine if there is a reason for it to act; then notify the member and/or resident. The Board of Directors will determine if fines should be levied, and/or legal action should be taken.

### **IV. BUILDING ACCESS**

- A. For our mutual security, unless the delivery is for your unit, do not buzz in any delivery service. **Please exercise all caution in letting strangers within the premise, know your guest and know your service delivery company.**
- B. Doors leading into and out of the lobby on garage levels, and stairway doors located on all floors must be pulled closed and kept closed at all times and after each passage. They may not be blocked open unless attended by and in continuous use and view by the user.

### **V. USE OF THE MAILROOM AND LOBBY**

The lobby is intended for the use of residents. Movers shall not use the lobby for entry or as a staging area.

The Mailroom can be accessed by the Homeowner's Lofts common key. KEYS TO POST OFFICE BOXES are provided through the Post Office. After closing, Home Owners must take their driver's license and a copy of the deed to their Loft to the Post Office located at 11<sup>th</sup> and Uinta. If you lose mailbox keys, you will need to contact the Post Office.

### **VI. ELEVATOR**

The proper operation and maintenance of the elevator requires that it never be held opened manually. If you need to reserve the elevator for large deliveries (i.e. furniture, building materials, etc.), elevator pads must be used. The management company will arrange for you to have access to the elevator pads and a key along with instructions for the proper use of the elevator. When the key and pads are returned the elevator will be inspected for damage. The owner of the unit to which the delivery was made would be responsible for any damages.

### **VII. ALTERATIONS**

- A. Because they may impact other units or common areas, no architectural alterations or additions are permitted in any unit without the prior written consent of the Design Review Committee or the Board of Directors, if no Design Review Committee exists.

This includes but is not limited to the enclosure of a balcony, installation of hot tubs or spas, plumbing alterations, electrical alterations, etc. .Procedure forms are available through the Management Company's office.

- B. The building has installed conduit so that any owner can connect to a satellite dish on the roof, either an individual dish for their unit only, or in combination with all owners. Satellite dishes must be on the roof or screened from public view.

## **VIII. GARAGE AREA STORAGE CARTS**

- A. Residents must park their automobiles in their assigned garage. Garages may not be used or leased by any person(s) other than residents of Steam Plant Lofts. Parking spaces may be sold only to owners of Steam Plant Lofts.
- B. Steam Plant Lofts and Patio Homes have a limited number of Guest/Visitor parking spaces. Resident guests staying longer than 3 days must park said vehicle(s) on the street or in areas other than Steam Plant Lofts outside guest parking spaces.
- C. Vehicle trailers (automobile, motorcycle, snowmobile, boats, etc.) as well as motor homes will not be permitted to be kept or stored on any portion of the common premises at any time.
- D. Unlicensed vehicles, or vehicles not belonging to a resident, are not permitted to remain on Steam Plant property. The Management Company will have such vehicles removed at the designated unit owner's expense after having given the offending owner written notification of the violation.
- E. Storage of gasoline or any other highly flammable materials is strictly prohibited in the storage rooms, garages, or any place else within the building. Nothing may be stored which might increase the insurance liability of Steam Plant Lofts.
- F. A limited number of carts may be provided by the Homeowners Association, and will be stored in the trash room. They are for use by residents only, and are not to be used by contractors, delivery people, or service technicians. **Please do not leave carts in central hallways or in the elevators.** Return the cart immediately to the trash room, taking care in maneuvering them to avoid costly damage to elevators and other common elements.

## **IX. TRASH ROOM**

- A. **Applicable City codes require that all trash and garbage, including vacuum cleaner bags, and kitty litter, must be sacked and tied.** It is not permissible to dump any loose trash or garbage in the dumpsters at any time. To do so not only creates a fire hazard, but is also very unsanitary (it attracts insects and rodents). All pet waste should be dumped in any of the outside waste containers found around the property (for better odor control during warm months). Recycle bins are provided for disposing of newspapers, magazines, plastics and aluminum.

- B. It is not permissible to leave or place any trash in the stairwells, hallways, elevator or other common areas, or around the dumpster. Large items, furniture, appliances, etc. must not be placed in the dumpsters. They are for trash and garbage only. All boxes must be broken down before placement in dumpsters. Recycling bins will be provided in the trash room.

**X. HOA DUES**

Common Assessments shall be due and payable in advance to the Owners Association by the assessed Member during the calendar year in equal monthly installments, on or before the first day of each month, **or in such other manner and on such other dates as the Board of Directors may designate in its sole and absolute discretion.** To that end, HOA monthly assessments shall either be paid through ACH electronic transfer on the 1st of each month or by check for the total yearly assessment on or before the 10th of January.

**XI. PETS**

- A. The keeping of pets in the building is subject in all respects to Section 3.12 of the Declaration.
- B. 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 resident's enjoyment of their property. Unattended pets are not allowed to run or roam freely within or around the Steam Plant Lofts properties. This will not be construed as the pet having to be leashed while on Steam Plant property, however they must be under the control and observation of the owner. Owners are required by Section 3.12 of the Declaration to clean up after their pets. This shall be construed as a requirement to clean up immediately after their pets and to properly dispose of the clean up bag.
- C. Owners must keep their dogs from barking uncontrollably within the common elements of the Steam Plant Lofts, and within their Condominium Units to the extent that it is disturbing to other residents.

**XII. BICYCLES**

Bicycles are not permitted in the lobbies or central halls, and are not to be stored on balconies. A bike rack is installed on the exterior area just east of the trash room.

**XIII. LEASING OF UNITS**

- A. Deleted

- B. Leasing of units for less than 6 months is not permitted.
- C. Lessor must supply lessee with a copy of the Rules and emphasize need for compliance. Lessors are responsible for the actions of their renters.
- D. Lessor must provide the Management Company with a copy of the lease within 10 days of execution of the lease. All leases shall be maintained on file with the Management Company. The Owner may omit dollar information in such lease, such as the rental rate being paid. Owners must provide the names and telephone number of the tenant. Owner will confirm with the Management Company that all appropriate keys and garage door openers have been returned when lessee vacates the premise.

**XIV. MAINTAINING THE APPEARANCE OF OUR BUILDING AND GROUNDS**

**EXTERIOR APPEARANCE:** In order to preserve the architectural integrity of our building, the Board of Directors shall evaluate and determine the appropriateness of the exterior appearance of your unit.

- 1. Balconies shall not be used as a storage area.
- 2. Because Steam Plant Lofts have an extraordinary amount of window glass, there are certain guidelines regarding what is visible to public view. The portions of any window treatments, drapes, etc. which are visible from the exterior of the Building shall be only the approved building standard fabric. No furniture shall be placed so that an unfinished side is visible to public view from outside the Building.

**XV. MISCELLANEOUS RULES**

- A. **There is NO SMOKING within the Common Elements of Steam Plant Lofts.**
- B. Nothing on a balcony, terrace or deck (collectively, "balcony") may be placed above the level of the top rail or in any other manner which might allow the item to tip or fall from the balcony. Wind socks, chimes, etc., may not be hung from the ceilings of balconies, or balcony railings. Garments, rugs, or other items may not be hung over balcony railings or walls at any time.
- C. Except as may be specifically authorized elsewhere in these Rules and Regulations or the other governing documents, the only permissible items on balconies are furniture, plants on the deck or low stands, and BBQ with a hard connection to the gas line provided. **It is against the Denver City Code to operate a propane grill or charcoal grill on a balcony.**
- D. Any activity that causes any liquid, dust, or debris to leave a balcony or deck area and drip or be blown onto other balconies or common elements is prohibited. This specifically includes cigarette butts and matches.

- E. The staircases in the Steam Plant Lofts were designed exclusively for emergency use. The fact that the stairs are metal makes it impossible to contain the noise made by going up and down the stairs. Therefore, the use of the stairs will be restricted to general use between the hours of 8am and 8pm or in emergent situations or when the elevator is not in working order.
  
- F. Any holiday decorations placed in windows or on decks shall be installed no earlier than 30 days prior to the holiday and taken down no later than 15 days after the holiday.
  
- G. Owners of a Dwelling Unit are responsible for the repair and maintenance of all non-static window or door components and are further responsible for ensuring that these components are in proper working condition at all times. In addition, Owners are also responsible for keeping non-static components in a closed or secure position as appropriate, to avoid damage to common elements.



## **ATTACHMENT A**

### **MOVE-IN AND MOVE-OUT PROCEDURES**

Homeowners should consider the following when planning their move-in/move-out:

1. The proper operation and maintenance of the elevator requires that it never be held opened manually. If you need to reserve the elevator for a delivery or for a move, it must be arranged at least 24 hours in advance through the management company. After paying the elevator deposit fee of \$200, the management company will arrange for you to have access to the elevator pads and a key along with instructions for the proper use of the elevator.
2. The entry dimensions of the access corridor doors are generally 7 feet high by 36 inches wide and are at ground level even with grade.
3. The cab door on the elevators is 8 feet high by 48 inches wide.
4. The west access road may not be blocked by vehicles or equipment so that those garages can be accessed.
5. We strongly recommend that each homeowner insist that their moving company physically inspect the building and access.
6. The visitors parking lots are "off limits" to moving vans.
7. Homeowners must supervise their move in. Homeowners who arrange for deliveries in "Absentia" must make arrangements for entry to their individual condominiums. The building management and homeowner association will not be responsible for deliveries.

## **DEFINITIONS**

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

**Association:** Shall mean and refer to the Steam Plant Lofts Condominium Association.

**Building:** The building in which the Steam Plant Lofts Condominiums are located at 7752 East 4th Avenue,  
Denver, CO 80230.

**Bylaws:** By-laws of Steam Plant Lofts Condominium Association, Inc.

**Board:** Shall mean the duly elected Board of Directors for the Steam Plant Lofts Condominium Association.

**Common Element:** Shall refer to all real property owned in common by the members of the Association for the common use and enjoyment of the residents, including the hallways, elevators and elevator lobby; grounds; general common elements of the garage hallways and mailbox areas.

**Common Parking Area:** Shall refer to the outside visitors parking area on the east and south sides of Steam Plant Lofts.

**Condominium Map:** The Steam Plant Lofts Condominium Map, as filed with the Clerk and Recorder's office of the City and County of Denver, Colorado, on \_\_\_\_\_ 2004. at Reception # \_\_\_\_\_ as the same may from time to time be modified or supplemented.

**Condominium Unit:** Each of the Loft 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 Steam Plant Lofts Condominium Declaration, as filed with the Clerk and Recorder's office of the City and County of Denver, Colorado, on \_\_\_\_\_, 2000, as Reception # \_\_\_\_\_ as the same may from time to time be amended or restated.

**Members:** Each owner of a Condominium Unit.

**Owner:** Shall refer to the owner of record (whether one or more persons or entities), of any condominium unit which is part of Steam Plant Lofts.

**Parking Garages:** The parking garages designated as such on the Condominium Map and appurtenant to specific Units.

**Management Company:** A Property Management Company has been contracted by the Steam Plant Lofts Board of Directors to manage the property at Steam Plant Lofts.

**Resident:** Shall refer to any person whose place of residence is Steam Plant Lofts Condominiums whether as an Owner or Tenant.

**Dwelling Unit:** Each of the individual residential units located in the building.