

Lanai Condominium Association, Inc. Owner's Manual

DRAFT Revisions: April 18, 2019

To ensure you have the latest revised and approved copy of this manual, visit our website at <http://lanaihoa.com>

All homeowners, renters, and visitors need to know the expectations of our community.

Be it resolved that the Board of Managers of **Lanai Condominium Association, Inc.** (the "Association") hereby approves and adopts the following Owner's Manual applicable to all owners, renters, visitors, and service providers whether temporary or permanent on the property controlled by the Association effective **[insert approval date]**. This revision replaces all previous versions.

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Table of Contents

Table of Contents

BOARD OF MANAGERS	1
MANAGEMENT.....	1
TABLE OF CONTENTS	2
INTRODUCTION.....	4
AUTHORITY	4
ACCESS.....	4
ADOPTION AND AMENDMENT OF RULES	5
ALTERNATIVE DISPUTE RESOLUTION (“ADR”).....	5
BALCONIES.....	6
COLLECTION POLICY	6
SUMMARY.....	7
PROCEDURE.....	7
CONFLICT OF INTEREST POLICY.....	8
ELEVATOR AND COMMON AREAS	9
FHA CERTIFICATION RESOLUTION.....	9
FIRE PROCEDURES.....	10
GIVE-AWAY TABLE	10
LAUNDRY ROOM.....	10
LOBBY AND COMMON AREAS	10
MEETING POLICY.....	10
BOARD OF MANAGERS MEETINGS	11
MOVING AND DELIVERIES	12
PARKING	12
PETS.....	13
SMELLS AND NOISES	14
RECORDS INSPECTION POLICY	14
REFERENCES TO GOVERNING DOCUMENTS	16
RENTAL CAP	17
RENTALS RESOLUTION	17
RENTAL POLICY	18
RESERVE INVESTMENT POLICY	18
RULE ENFORCEMENT & NUISANCE POLICY	18
SECURITY	19

SELLING YOUR UNIT20

SIGNS20

SMOKE ALARMS.....20

SWIMMING POOL21

TRASH21

TWELFTH FLOOR & ROOF TOP DECK22

 OHANA ROOM 22

 LIBRARY 22

 GYM..... 23

Appendix A: Articles of Incorporation

Appendix B: By Laws

Appendix C: Declaration

Appendix D: Construction Rules and Remodeling Guidelines

Appendix E: Forms

- 1. Registration of Non-Resident Unit Owners
- 2. Rental Policy Checklist
- 3. Lanai Lease Rider
- 4. Pet Registration Form
- 5. Ohana Room Rules, Reservation, and Check In/Out Form
- 6. Project Approval Form

Introduction

The Lanai was planned and built between 1954 and 1956 and first occupied in 1957 as one of the first high-rises of Denver. It has been a non-profit condominium since 1974. The Declaration requires the Association to have professional management (the "Managing Agent"), as well as an elected, unpaid Board of Managers (the "Board"), made up of homeowners who have been continuous residents for at least six months. The seven-member Board has the responsibility for the day-to-day operation of the Association. Board member terms are staggered three-year terms based on votes of the membership or by appointment on an interim basis until the next special meeting or annual meeting in July. Homeowners in good standing may run for the Board annually.

Under the supervision of the Board, a finance sub-committee and several resident groups assist the community by researching issues and offering recommendations to the Board. Committee and group members are residents who volunteer and serve at the pleasure of the Board. The Board also employs an Office Manager and various contracted workers to complete duties related to the building and the common areas.

This Owner's Manual is designed to ensure the safety and comfort of all residents of the Lanai. Prospective owners and tenants are strongly encouraged to read the entire Owner's Manual to avoid surprises. All residents and guests of the Lanai will be expected to adhere to the rules and recommendations in a spirit of cooperation and consideration for our neighbors and the building.

Authority

The Lanai Condominium Association is governed in accordance with the following documents:

1. Articles of Incorporation of Lanai Condominium Associates, Inc., as amended on October 23, 1979 ("Articles") (See Appendix A.)
2. Bylaws of the Lanai Condominium Association, Inc. as amended effective October 1, 1994 ("Bylaws") (See Appendix B.)
3. Condominium Declaration for The Lanai Condominiums, filed in the office of the Clerk and Recorder of the City and County of Denver, State of Colorado, on December 6, 1974 ("Declaration") (See Appendix C.)
4. This Owner's Manual which includes the Rules, Regulations, Policies, and Resolutions of the Association as amended. The most current version of this Owner's Manual is available at the Association website at <http://lanaihoa.com>

If any Policies, Rules, and Regulations in the Owner's Manual conflict with any governing documents of the Association, or of local, state, or national laws, the governing documents or applicable laws will prevail.

Colorado Revised Statutes 38-33.3-209.5 and 38-33.3-124 require the Association to adopt policies, procedures, rules and regulations regarding the following, all of which are contained herein:

1. Adoption and amendment of policies, procedures, and rules ("Adoption and Amendment of Policies, Rules, and Regulations")
2. Procedures for addressing disputes between the association and unit owners ("Alternative Dispute Resolution ('ADR') Policy")
3. Collection of unpaid assessments ("Collection Policy")
4. Handling of board member conflicts of interest ("Conflict of Interest Policy")
5. Conduct of meetings ("Meetings Policy")
6. Inspection and copying of association records by unit owners ("Records Inspection Policy")
7. Enforcement of covenants and rules ("Rule Enforcement Policy")

In the event a court of competent jurisdiction finds any provision of these Policies, Rules, and Regulations void or otherwise unenforceable, the other provisions shall remain in full force and effect.

Access

1. Do not admit anyone in the front, back or garage entrances unless you personally know them. You can be held liable for problems caused by the acts of those you allow access to the building.
2. Never prop open any door and leave it unattended. Violators will be fined under the nuisance policy.
3. The management is not permitted to enter any unit without giving 24-hour's notice, unless the resident is present, or has given permission, or in the case of an emergency. All residents are asked to leave the name and number of an emergency contact on file with the Office Manager. Pursuant to a Denver Fire Departmental request, the Office Manager should maintain keys and access codes to all units.
4. If you elect not to keep a key and access codes on file with the Office Manager:
 - a) If natural gas or smoke is smelled, the door will be forced open at homeowner's expense.
 - b) If a concern regarding water or sewer arises, the water stack will be shut down for a maximum of one hour while the Office Manager or a Board member attempts to contact the homeowner or a

locksmith. If for any reason the door is not opened with the hour, the door will be forced open at the homeowner's expense.

- c) In all cases of forced entry whether a problem is discovered or not, you agree all damages caused by the forced entry will be the homeowner's responsibility to repair in a timely manner at the homeowner's expense.
5. Documentation in writing must be on file with the Office Manager of any scheduled housekeepers, resident attendants, or workers along with the individuals' names, companies or firms, and a schedule of access.
6. Deliveries of large items may not be made through the front glass doors. Bicycles may not be brought through the front door.
7. All movers, construction workers, and real estate agents must check-in and check-out with the Office Manager. If the manager is unavailable, those workers must leave a business card noting their arrival and departure times.
8. All units have been provided with two outside access key fobs. Key fobs are the responsibility of the homeowner and/or resident. Key fobs purchased elsewhere will not be activated.
 - a) A \$50 fee is required to replace each lost, stolen, or damaged key fob. Damaged fobs must be returned to the Office Manager.
 - b) Lost and/or stolen key fobs must be reported to the Office Manager for deactivation. If a lost and/or stolen fob is not reported and access to the building is gained and damage done, the homeowner and/or resident who did not report the fob lost/stolen will be held financially and legally responsible.
 - c) A \$50 fee is required to obtain each additional key fob. The maximum number of key fobs a homeowner and/or resident may hold is six (6).
 - d) The Office Manager will replace non-working fobs at no charge.
 - e) Owners selling their unit must pass fobs onto the purchasers. New owners or residents must register fobs in their names with the Office Manager. Any fobs not properly registered will be deactivated.
9. Exterior Door Entry Access Codes
 - a) At your request, the Office Manager will program your name and phone number into the key pad.
 - b) When a visitor calls your number, and you've verified their identity, pressing "9" on your keypad will activate the door entry.

- c) If you allow access into the building, you are responsible for the behavior of those you admitted whether you are on-site or not.

10. Solicitors and peddlers are not allowed into the building without approval of the Board.
11. After-hours lockouts are the responsibility of the homeowners and tenants. Neither the Board nor the Office Manager will open your unit or grant access to the building after office hours. You should call a locksmith. Owners will be fined under the nuisance policy if requests for access are made late at night.

Adoption and Amendment of Rules

1. The Board in its sole discretion shall determine if there is an issue affecting the community for which a resolution, policy, procedure, rule, or regulation would be beneficial. The Board may also review all current resolutions, policies, procedures, rules, and regulations to determine whether any modifications or amendments are necessary. The timing of any such review shall be in the sole discretion of the Board.
2. The Board will take reasonable steps to avoid adopting a resolution, policy, procedure, rule, or regulation that is contrary to Federal, State, or local law, or of the Association's Declaration, Articles of Incorporation, or Bylaws. The Board will exercise reasonable care to balance the Association's interests with the interests of the individual members of the community.
3. After the Board has determined that an issue affects the community for which a resolution, policy, procedure, rule, or regulation would be beneficial, and discussed reasonable approaches to address the issue, it may adopt such resolution, policy, procedure, rule, or regulation at its sole discretion by Resolution, Amendment to the Policies, Rules, and Regulations, or proposed amendment to the Declaration, Articles of Incorporation, and/or Bylaws.
4. The Board will solicit owner input in the process of adopting or amending resolutions, policies, procedures, rules, and regulations.
5. The Board will diligently uphold the requirements of its governing documents and be certain that the proper procedures for amending these are followed in every instance and properly documented.

Alternative Dispute Resolution ("ADR")

1. General: It is the general policy of the Association to encourage the use of Alternative Dispute Resolution to resolve disputes involving the Association and an Owner. Alternative Dispute Resolution ("ADR") is defined as a procedure for settling a dispute by means other than litigation, such as mediation, non-binding arbitration, or binding arbitration.

2. Policy: ADR, in the form of Mediation, Non-Binding Arbitration, or Binding Arbitration, may be pursued by the Association before any lawsuit is filed, except in the case of the collection of assessments or the enforcement of the Bylaws, policies, rules, or regulations of the Association, subject to the following:
 - a) ADR shall not be required if time constraints prevent accomplishing ADR.
 - b) ADR will not be pursued by the Association if an Owner refuses to participate in the process.
 - c) At the time the parties agree to use ADR, the parties shall also agree on the form of ADR to be used. If the parties cannot agree on the form of ADR to be used, ADR shall be in the form of mediation.
 - d) Any ADR pursued must be done so using a trained mediator, arbitrator, or facilitator having some familiarity with the governance of community associations.
 - e) Any ADR must be conducted in compliance with the Uniform Arbitration Act and/or the Dispute Resolution Act, as applicable.
 - f) If ADR is to be pursued, the Owner shall execute an agreement with the Association prior to the commencement of the ADR process which extends any applicable statute of limitations while the parties are attempting to resolve the dispute through ADR.
3. Selection of Mediator/Arbitrator: If the parties to the ADR cannot agree, within 30 days of the request for ADR, on the facilitator, mediator, arbitrator, or other qualified person to conduct the ADR, then, within 10 days,
 - a) Each party shall choose a qualified person as defined in this Policy, and those so selected shall then appoint a third qualified person to be determined in their sole discretion.
 - b) In the event a party fails to select a qualified person as specified above, the person selected by the other party shall be deemed acceptable to both parties and shall act as the facilitator, arbitrator, or mediator.
4. Costs: The costs of ADR shall be split equally among the parties involved in the ADR. In the event an Owner fails to pay the Owner's share of the cost of the ADR, such amount shall be considered an Assessment against such Owner's unit and may be collected by the Association as an Assessment pursuant to the Declaration; Articles of Incorporation; Bylaws; Policies, Rules, and Regulations; and Colorado Law.

5. Supplement to Law: The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Community.
6. Deviations: The Board may deviate from the procedures set forth in this section if in its sole discretion such deviation is reasonable under the circumstances.

Balconies

Balconies should be maintained by residents in a manner to ensure an attractive appearance of the building and the safety of residents and the community.

1. Do not sweep debris off the balcony or allow water to drain off it when cleaning.
2. Never throw anything off a balcony.
3. Hot tubs are not permitted.
4. Balconies may not be used for storage of construction items.
5. Nothing may hang over any balcony railings.
6. Drapes and window coverings must be white only on the exterior side. All exterior paint must be Lanai approved colors only.
7. Water drainage plugs must be kept free from blockage. Watering of plants must not affect other units.
8. No birdfeeders are permitted. Please report bird nesting to the manager.
9. Balcony enclosures and all remodeling projects must have prior Board approval. See "Construction Rules" in Appendix D.
10. High winds can blow non-secured items from balconies. Unit owners are responsible for damage caused by unsecured items.
11. No grills are allowed on balconies unless the equipment meets all regulations of the City Ordinance and Denver Fire Code.

Collection Policy

In order to carry out the business of the Lanai Condominium Association, as defined in its annual budget of expenses, it is necessary to collect monthly assessments from unit owners. The Association must have the financial means to discharge its responsibilities. The Board of Managers has a responsibility to pursue collection of assessments and other charges from unit owners pursuant to the Declaration and Bylaws of the Association.

The Board of Managers believes it is in the best interest of the Association to refer delinquent accounts to an attorney for collection so as to minimize the Association's loss of assessment revenue. The Board of Managers has retained an attorney with experience in representing homeowner associations in collections and other matters.

This policy describes how the Association accomplishes the collection of money owed to it by individual owners.

Summary

- Up to 20 Days Late: No late fee is imposed.
- More Than 20 Days Late: A \$10 late fee will be imposed, and 10% annual interest will accrue on the unpaid balance. An additional \$10 late fee will be imposed monthly along with 10% interest on all unpaid balances.
- More than 30 Days Late: Written notice of non-payment mailed to unit owner.
- More than 60 Days Late: Matter referred to Association attorney for collection. Fees associated with such referral will be charged to the unit owner.

Procedure

1. Assessments shall be due on or before the first day of each calendar month.
2. Pursuant to the Bylaws and Declaration, the Board of Managers and Managing Agent have the responsibility to take prompt action to collect any unpaid assessment which remains unpaid for more than twenty (20) days from the due date, which shall be considered a default.
3. In the event of default in the payment of the assessment, the unit owner shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the assessment from due date thereof, together with all incurred expenses, including attorney's fees, together with such late charges as shall be provided by the Bylaws of the Association.
4. A late fee of \$10 is assessed each and every month that a balance remains on the books past the 20th day of the month.
5. The Managing Agent or Board of Managers shall prepare, and deliver, or mail to each owner at least once each year a payment statement setting forth the monthly assessment. It is the unit owner's responsibility to provide and maintain a current billing address for the periodic statement of account that will be sent by the Association.
6. If a unit owner disputes any charge against the unit owner's account (such as a late charge, fine,

interest, or legal fee), they must contact the Association or the Managing Agent in writing within 30 days of the charge and make arrangements to discuss the matter with the Board of Managers. The Board will attempt to resolve all disputes with individual unit owners.

7. If an account has not been paid in full thirty (30) days after the due date, the Board or Managing Agent shall mail a "Written Notice of Non-Payment" including the amount past due, with an accounting of how the total was determined, and a request for immediate payment. The notice will state that the matter will be turned over to the Association's attorney if not paid in full within thirty (30) additional days, which could result in a lawsuit being filed against the owner, the filing and foreclosure of a lien against the owner's property, or other remedies available under Colorado law. The notice shall also provide the name and contact information that the owner can contact to request a copy of the owner's ledger to verify the amount of the debt. This notice shall advise the unit owner of late fees, interest, and additional legal fees that may be incurred if the balance is not paid in full.
8. The Written Notice of Non-Payment shall also offer eligible owners an opportunity to enter a statutory payment plan pursuant to C.R.S. § 38-33.3-316.3, which will allow the owner to pay off their past-due balance in equal installments over a period of at least 6 months. Owners are eligible for a statutory payment plan as long as they: (a) have not previously entered a statutory payment plan; and (b) did not obtain title as the result of a default on a security interest encumbering the unit. An owner's failure to remit a payment towards the past-due balance, as required by the statutory payment plan, or to pay any other that comes due during the pendency of the statutory payment plan, shall constitute a default of the plan and will entitle the Association to pursue legal action against the owner.
9. If an account has not been paid in full thirty (30) days after mailing of the "Written Notice of Non-Payment," the Board may turn the account over to the Association's attorneys for collection. Upon receiving the delinquent account and unless otherwise directed by the Board, the Association's attorneys shall send a letter to the delinquent unit owner demanding payment for past due assessments, fines, interest, late fees and all additional legal fees and other costs due. Upon further review, the Association's attorneys may file a summons and complaint with the court of jurisdiction. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney's fees together with the cost of the action and any applicable interest. Upon referral to the Association's attorneys, the attorneys shall take all

appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is charged off. The attorney is authorized to take whatever action is necessary, in consultation with the Association's Board of Managers, that is believed to be in the best interests of the Association, including, but not limited to:

- a) Filing of a suit against the delinquent unit owner for a money judgment.
 - b) Instituting a judicial foreclosure action of the Association's lien.
 - c) Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests.
 - d) The Association may choose to foreclose on its lien in lieu of or in addition to suing a unit owner in county court for a money judgment. The purpose of foreclosing is to obtain payment of all amounts due and owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action.
10. Upon receipt of any notice of a bankruptcy filing by a unit owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any unit within the Association, the Manager shall advise the Association's attorney of the same and turn the account over to the Association's attorney.
11. In addition to any and all charges imposed under the Declaration; Articles of Incorporation; Bylaws' and Policies, Rules, and Regulations of the Association, a fifty dollar (\$50.00) fee shall be assessed against a unit owner in the event any check, ACH payment, or other instrument is not honored by the bank or is returned by the bank for any reason whatsoever. Such return payment charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. If the bank returns two or more of a unit owner's payments as unpaid, within any 12-month period, the Association may require that all future payments be made by certified check or money order. This return payment charge shall be in addition to any late fees incurred by a unit owner.
12. As an additional expense permitted under the Declaration and by Colorado law, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent unit owner. The reasonable attorney fees incurred by the Association shall be

due and payable immediately when incurred and shall operate as a lien against the property.

13. Application of Payments: Except as otherwise agreed to in writing by both the unit owner and the Association, all sums collected on a delinquent account shall be remitted to the Association's attorney until the account is brought current. All payments received on account of any unit owner or the unit owner's property shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late charges, interest, returned check charges, lien fees, and other costs owing or incurred, prior to application of the payment to any special or regular assessments due or to become due.
14. In addition to the steps outlined above, the Association may also elect to suspend the voting rights of any unit owner whose account is past due at the time of such voting or suspend any other privileges including the use of common areas privileges, cable television, parking areas, and laundry facilities, as set forth in the Declaration; Bylaws; or Policies, Rules, and Regulations.
15. The Association may extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Board shall determine appropriate under the circumstances
16. Nothing in this Resolution shall require the Association to take specific actions other than to notify the unit owners of the adoption of these policies and procedures. However, the Association has the option and right to continue to evaluate each delinquency on a case-by-case basis.
17. Failure of the Association to comply with any provision in this Collection Policy shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Collection Policy.

Conflict of Interest Policy

1. In the event any member of the Board of Managers, the board member's child, grandchild, spouse, sibling, parent, grandparent, company, partner, or business has a financial interest in a decision or other action for the Board's consideration, that member must declare the conflict. The declaration of conflict must be made in a portion of a board meeting open to the members of the Association prior to discussion or action being taken.
2. A "financial interest" is defined to include the following:

- a) An ownership or investment interest in any entity or activity with which the Association has, or contemplates a transaction or agreement;
 - b) A compensation arrangement with the Association or with any entity or individual with which the Association has a transaction or other agreement; and
 - c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Association is negotiating a transaction or other agreement.
3. Although the member of the board declaring the conflict may participate in the discussion at the meeting, that member may not vote on that issue.
 4. A contract entered into, or action taken, in violation of this policy or Colorado Revised Statute 38-33.3-310.5 shall be void and unenforceable. Further, the Association may seek restitution for damages resulting from the member, or members, who failed to comply with this policy or Colorado Revised Statute 38-33.3-310.5 including all costs and attorney fees incurred in obtaining such restitution.
 5. Restitution of actual damages is an adequate remedy for violations of the Association's Conflict of Interest policy.

Elevator and Common Areas

As there is only one elevator in the building, every courtesy should be extended to all who use it.

1. Avoid delaying the elevator and do not hold the elevator doors as the alarm will sound.
2. Report any mechanical problems with the elevator to the Office Manager immediately.
3. Never wedge the elevator doors open. Use the hold button if necessary. The elevator will not move any faster by pressing the floor call button more than once.
4. Smoking is prohibited in all interior common spaces including the elevator, laundry room, garage area, lobby, hallways, Ohana Room, gym, library, hallways, and stairways. Additionally, no smoking is allowed in the pool area.
5. You are responsible to clean up any food or beverage spills you or your guests make anywhere on the property.
6. Pets must be on a leash and always under full control when on the elevator or traveling the hallways. Pets may enter through the front or back door and should not use the garage doors. Accidents do happen – it is your responsibility to clean up after your pet. You will be subject to the nuisance policy for failure to clean up after your pet.

7. Deliveries requiring multiple trips should be scheduled through the Office Manager. You are responsible to ensure the elevator padding is used when hauling large items.
8. Christmas trees and large plants must be broken down and bagged before using the elevator for their removal.
9. Please measure your furniture before purchase. Make sure the furniture will fit in the elevator. Approximate elevator dimensions are: 78" x 50" x 88" with a door width of 40" and height of 81". The elevator's maximum weight allowance is 2,500 pounds.
10. Homeowners must clean and vacuum the hallways and elevators subsequent to move-in, move-out, spillage, and contractor usage.
11. Failure to follow the rules in the common areas will result in fines under the nuisance policy.

FHA Certification Resolution

WHEREAS, the Lanai Condominium Association Board of Managers has the responsibility to conduct the affairs of the Association in the best interest of all the owners of the Lanai Condominiums, and to make such rules and regulations as will ensure the best possibility of maintaining and increasing the property values, along with maintaining a healthy and safe environment; and

WHEREAS, the Association has been approved as an FHA certified housing complex for many years prior to the date of this resolution; and

WHEREAS, the Association applied for its certification as required by FHA in 2017, but was denied approval due in part to FHA disallowing the Association to place any barrier whatsoever in regard to owners' rights to freely transfer their properties; and

WHEREAS, the Association has many long-standing rules and regulations regarding the rental of properties within the building including a minimum occupancy-time provision, rules on tenancy, and an overall cap on the number of rental units; and

WHEREAS, the Association continues to believe its rules on rentals within the building promotes the health, safety, and market value of the individual units within the complex;

NOW THEREFORE BE IT RESOLVED by the Lanai Condominiums Board of Managers that the Association will not seek FHA Certification approval until such time as the FHA modifies its rules to allow the Association to approve tenants on a case-by-case basis based on criminal backgrounds, credit worthiness, overall rental caps, and the length of owner residency at the Lanai.

Fire Procedures

You should familiarize yourself with evacuation routes throughout the building. In the event of a fire:

1. Keep doors closed and evacuate using stairways.
2. Fire pull boxes are located on the North and South ends of each corridor by the stairway exit.
3. Fire extinguishers are located in the wall recesses between the 06 units and the electrical meter closet of each floor.

If a fire occurs in your condominium:

1. Without further delay, leave your condominium unlocked with the doors closed.
2. If you are able, alert the police and fire departments by calling 911, also alert other residents, the Office Manager, and activate the fire alarm system.
3. Do not use the elevator. Use the nearest stairway to evacuate the building.

If a fire occurs outside of your condominium:

1. If the door from your condominium feels hot, do not attempt to open it. Call 911 immediately. Stay in your condominium and wait for the Fire Department.
2. If door is not hot, open carefully and check for smoke. If the hallway is clear, proceed to nearest stairway, activate the fire alarm system, and if you are able, alert the fire department, other residents, and the Office Manager.

Give-Away Table

1. If it doesn't fit on the table, don't leave it.
2. Larger items may not be left near the give-away table. You may advertise large items on the bulletin board above the give-away table and in the laundry room and gym.
3. You must arrange haul-away of large items. Do not place furniture or appliances in the dumpsters.
4. Items remaining on the table will be tossed weekly.

Laundry Room

1. Hours: Open 24 hours daily.
2. Rules are posted on the Laundry Room wall. Deliberate misuse or abuse of laundry machines will result in fines and possible suspension of use. The cost of repairing damage and/or fines will be charged to unit owners in violation.

3. The machines require high efficiency (HE) detergent. Do not use any other type as it will only clog up in the machines. Pods must be put into the laundry, not in the detergent drawer.
4. No more than three washers or three dryers may be used at one time by any resident.
5. Washers are not to be used for dyeing or bluing.
6. Residents are required to wipe washers clean after use and clean up spilled detergent or bleach.
7. Remove lint from the lint screens after drying clothes each time.
8. The Association's laundry basket is to remain in the laundry room at all times.
9. Items left in laundry for more than 24 hours will be removed and donated to charity or thrown away.
10. No laundry is to be brought in by non-residents.
11. Report any mechanical problems to the Office Manager.
12. Do not use the laundry room trash containers for general garbage.

Lobby and Common Areas

1. Only the United States postal service, Federal Express, UPS, or other similar carriers are allowed to deliver through the lobby. You are responsible to retrieve packages addressed to you.
2. No bicycles, shopping carts, roller blades, skates, or large items are permitted through the lobby. Use the second floor or garage entrances.
3. Without special permission from the Board, food consumption and drinks are not permitted in the lobby, stairways, hallways, or the elevator.
4. Playing is not permitted in the lobby. Please keep pets and your shoes off the furniture.
5. Footwear and full body apparel must be worn in all common areas including to and from the pool area.

Meeting Policy

Member Meetings

The Association shall hold a meeting of the Association's members at least once per year in accordance with the Association's Bylaws.

Membership meetings shall be governed by the Association's Bylaws and the Association's other governing documents. If the Association's governing documents are silent with respect to a specific issue, the provisions of the Colorado Common Interest Ownership Act, (C.R.S. §§ 38-33.3-101 to -402) ("CCIOA"); the

Colorado Revised Nonprofit Act (C.R.S. §§ 7-121-101 to -137-301) (“Nonprofit Act”), and Robert’s Rules of Order will control, in that order.

All meetings of the members shall proceed on issues generally set forth in the notice required by C.R.S. § 38-33.3-308 and in accordance with the written order of business unless a majority of members in person or proxy vote to amend the written order of business. In the event a written order of business has not been produced for the meeting, the following order of business shall apply:

1. Call to Order
2. Approval of Minutes
3. Open Forum
4. Election of Board of Directors (if applicable)
5. Adjournment

All meetings of the members shall be open to attendance by all members of the Association or their duly appointed representatives. Notwithstanding the status of a member’s right to vote at a meeting of the members, each member, or a duly appointed representative, may speak at the appropriate time during the deliberations after being recognized by the chair of the meeting. The Board may impose reasonable time restrictions on members’ speaking, provided that the Board allows a reasonable number of persons to speak on each side of an issue before a vote is called for the issue.

When electing directors to the Board, members shall vote by secret ballot. Members shall vote on any other issue in the manner directed by the chair of the meeting, or upon the request of any member, by secret ballot. The chair shall appoint a neutral third party or a member who is not a candidate to count any secret ballots. If the ballots are to be counted by a member, the chair shall select that person from a pool of two or more members who are not candidates. The person who counts secret ballots shall report the results without reference to names, addresses, or other identifying information respective to the parties casting secret ballots.

Proxy voting shall proceed in strict compliance with C.R.S. §§ 38-33.3-310 and 7-127-203.

If a quorum is not present for a meeting of the members, an officer may adjourn the meeting, to be reconvened at a later date and time not less than 30 days from the time the original meeting was called.

Board of Managers Meetings

Meetings of the membership are held in accordance with the Bylaws of the Association.

Each meeting of the Board of Managers shall be called in accordance with the provisions of the Colorado

Common Interest Ownership Act, and the Association’s Bylaws or operative sections of the Association’s governing documents. In the event the Association’s governing documents are silent with respect to a specific issue, the provisions of the Colorado Revised Nonprofit Act will control.

Meetings of the Board of Managers shall proceed on issues as generally set forth in the agenda. The agenda will be made reasonably available to members and their duly appointed representatives upon request.

Unless the Board of Managers is in executive session, pursuant to subsection 308 of the Colorado Common Interest Ownership Act, all meetings of the Board of Managers or a committee thereof are open to attendance by all Members of the Association or their duly appointed representative.

The following procedures are established to encourage the efficient conduct of Board meetings:

- a. Board meetings shall follow appropriate parliamentary procedure pursuant to *Robert’s Rules of Order Newly Revised*.
- b. Members may participate in the meeting only by being recognized individually by the chair of the meeting. Normally this is allowed only during the open forum section of any meeting that shall take place after the meeting is called to order and the minutes of any prior meetings are approved.
- c. Members must speak in a calm manner and conduct themselves with respect of all those in attendance.
- d. Members shall keep their comments to no more than five minutes, or such other time limit as designated by the chair of the meeting.

The Chair of the meeting has all authority to enforce this policy. The failure to comply with this policy may result not only in the denial of the ability to speak at that meeting but may result in the speaker being removed from the meeting. These provisions may be in addition to other specific provisions outlined in the rules and regulations, the Declaration, Bylaws, or Articles of Incorporation of the Association. The Association may at any time pursue legal remedies, including filing a court action and seeking injunctive relief, or seek assistance from other enforcement authorities.

Moving and Deliveries

1. Homeowners and renters are required to notify Office Manager in advance of all moves in or out, and all small-scale deliveries. Failure to notify the Office Manager of moves will result in a \$500 fine. All move-ins must pay \$175 in advance.
 - a. Large-scale: Hours permitted for scheduling large-scale moves (e.g., moving a complete or partial household) are 8 am to 6 pm, Monday through Friday. Large-scale moves are not permitted on weekends.
 - b. Small-scale: Hours permitted for scheduling small-scale deliveries (e.g., moving a small number of household furnishings) are 8 am to 6 pm, Monday through Saturday.
 - c. Violators of any sections in the Moving and Deliveries rule will result in a \$500 fine.
2. Homeowners and renters are responsible for making sure protection pads are installed in the elevator. A three (3) day advance notice is required. Movers and contractors should place plastic sheeting over carpeted areas to reduce the risk of damage from hand trucks and heavy items.
3. Access for all moves and deliveries is through the second-floor back entrance or the garage door. You will be fined \$500 if you use the front door.
4. Never wedge elevator doors open.
5. Never prop open any exterior doors and leave them unattended or you will be fined \$500.
6. Approximate elevator dimensions are: 78" x 50" x 88" with a door width of 40" and height of 81". The elevator's maximum weight allowance is 2,500 pounds.
7. Damage to any of the building's interior or exterior areas as a result of moves and/or deliveries are the responsibility of the unit owner. Owners will be charged for any necessary repairs.
8. All containers or boxes must be broken down before being placed in the dumpsters.
9. Disposal of large items is the responsibility of homeowners and renters. Do not use the dumpsters. You will be fined for putting furniture or appliances into the dumpster.
10. Used carpet and padding may not be put into the dumpsters. You will be fined. You are required to vacuum the elevator and hallways upon completion of work.
11. Cleanup of the common areas after a move or delivery is the responsibility of homeowners and renters. Failure to clean up common areas will result in a cleaning fee and a fine.

12. Homeowners and renters will provide one person to monitor the elevator door, second floor back entrance and/or the garage door during a move or delivery. Owners are responsible for making sure moves do not unreasonably delay the elevator and inconvenience other residents.
13. The Association is not responsible for any deliveries. All delivery drivers must not leave any items on the first floor unless the Office Manager agrees to accept the delivery on your behalf. Items not retrieved in a reasonable amount of time will be discarded.

Parking

1. All parking is reserved. All unauthorized vehicles are subject to immediate removal. The violator or owner will pay all costs of towing and incidental storage. All vehicles parked on the property must have a current registration. Residents must provide car make and license plate number to the Office Manager. Only cars, pickup trucks, or motorcycles may be parked in spaces. Trailers are not allowed.
2. Owners may unload personal vehicles in the parking garage loading area provided they do not unnecessarily delay other residents.
3. Vendors may temporarily use any association parking space at the Office Manager's discretion.
4. Parking spaces are irrevocably assigned to the individual unit and may not be changed without a written agreement approved by the Board. Homeowners may choose to rent or temporarily exchange their spaces with another homeowner or tenant, but under no circumstances can a homeowner rent or assign a space to a non-resident. All changes of space usage must be reported to the Office Manager in writing.
5. Reduce speeds when entering or leaving any of the parking areas. Speed limit is 5 mph. Always make sure garage doors close after entry or exit. Please notify the Office Manager if a door does not open or close properly.
6. Owners and tenants are responsible for cleaning up any leaked fluids from their vehicles. Owners of vehicles that have been leaking and have received notice to repair have ten (10) days to comply with the order or the vehicle must be removed from the parking areas. Vehicles that do not comply will be subject to tow, and corresponding unit owners subject to fine.
7. Except for bicycles, no storage of any kind is permitted in or around parking spaces, including along walls or under lockers.
8. All parking near vents and windows particularly on the upper deck parking must be head-in to avoid

potentially lethal exhaust fumes entering the building.

9. Doors between the garage and the lobby must never be propped open.
10. Vehicles should always be parked as close to the wall as possible. Please park squarely in your space and be considerate of others parked next to you by opening doors carefully.
11. The parking lot and garage areas are not to be used as a playground. Skate boarding, roller blading, or any game playing is prohibited.
12. No vehicle washing, maintenance, or repairs are allowed in the garage or parking areas. Minor repairs taking less than an hour to complete and involving no mess are allowed.
13. High profile vehicles should be aware the south door clearance is about 7'5" and the north door clearance is about 6'7" (about ten inches lower). Some vehicles may be able to enter the south door but not be able to clear the north door to exit. Sprinkler heads may also affect clearances. Vehicle owners will be held responsible for damages.
14. Unless personally attended and approved by the Office Manager, never block the garage doors open.
15. Vehicles should be locked when on the Lanai premises. Bicycles stored in the garage areas are done so at your own risk. The Association is not responsible for damage or losses in common areas.
16. If you intend to be absent from the building for an extended period, you should notify the Office Manager and consider leaving a key to your vehicle in case it needs to be moved.
17. Five places are allotted for guest parking only. The spaces are located on the east wall of the lower level parking lot. These spaces are for short-term guests and are not to be used by residents or frequent overnight guests. Without prior approval by the Office Manager, no vehicle may be parked in guest parking for more than three (3) consecutive days in any given month. Any vehicle parked in these spaces must post a Lanai-issued parking tag. Violators, including residents who park in guest parking spaces, will be fined and/or towed at the owner's expense. Guest motorcycles should be parked in the motorcycle area.
18. The Loading Zone on Washington Street in front of the building is a convenience to be for short periods not to exceed twenty minutes. The "No Parking" zone is enforced by the city. Anyone abusing these zones will be ticketed by the police.
19. The Association leases a small number of additional spaces. Check with the Office Manager for availability, fees, and to add your name to the waiting list.

Pets

The Lanai allows pet ownership subject to the following restrictions:

1. **Service Animals:** The Association will follow rules established by the city, county, state and federal governments regarding service animals.
2. **Allowable Animals:** Dogs, cats, birds, and fish are the only animals allowed to be kept as pets. No other type of animal, reptile, rodent, or insect may be brought into the building. All dogs and cats must be spayed or neutered unless the procedure is deemed unsafe by a veterinarian. No pet shall be kept, bred, or used for any commercial purpose.
3. **Owner Registration:** All pets must be registered with the Office Manager. (Form is available in Appendix E.)
4. **Common Area:** Pets not in their owner's unit must be carried, or on a leash, everywhere on Lanai property.
5. **Entries:** Pets will be taken in and out through the front or back door only. Do not use the garage doors.
6. **Off Limit Areas:** Pets are not permitted on the roof, 12th floor, laundry room, or swimming pool area.
7. **Owner Responsibility:** Pet owners agree to be responsible for the behaviors of their pets at all times. Pets must not be allowed to relieve themselves anywhere inside the building or in the parking areas. Pet accidents are to be cleaned up immediately by owner and the owner agrees to pay for any damage or costs associated with professional cleaning. Pet droppings are to be discarded only in designated areas. Do not put any type of cat litter into the plumbing system.
8. **Resident Complaints and Rule Enforcement:** It is the expectation of the community that all pet owners keep their animals in good health, generally quiet when in their units, and under control when in the common areas. Complaints about sick, unruly, aggressive, or noisy pets, along with complaints about owners not cleaning up after their animals, should be reported to the Office Manager or the local animal control authority. The Association may fine pet owners who fail to meet the expectations of the community, or the Association may require the permanent removal of offending animals from the building.
9. **Number of Pets:** Except for fish, ownership of more than one pet per unit must be approved in writing by the Board. In most cases, only one dog is allowed and no more than two cats are allowed.

10. **Dog Size Restriction:** The Association believes large dogs represent an additional hazard to residents and as such only allows small dogs in the interior common areas. Dogs exceeding 40 pounds, or dogs taller than 24 inches at the shoulder, or puppies likely to exceed these dimensions when fully grown, must be approved by the Association. Owners should seek written Board approval of all prospective dogs. The Board's decision will be final. Approved dogs that grow to sizes exceeding the size restriction will still be approved but shall not constitute a waiver by the Association of the size restrictions for other dogs.
11. **Laundry:** Animal bedding and other items soiled by pets may not be laundered in the Lanai laundry facilities.
12. **Elevator Usage:** When the elevator is occupied, dog owners should be willing to wait for the next available car as some residents may be allergic to or fearful of contact with dogs. Be considerate.
13. **Renters:** Renters must have written permission from the unit owner to keep any pets. The unit owner will be responsible for damage or rule infractions.
14. **Guest Pets:** Unit owners are responsible for the pets of guests visiting the property. Except for registration described in Paragraph 3, unit owners are responsible for ensuring pets of guests follow all rules. Guest pets who will be on the property more than seven days in any year must be registered with the Office Manager.
15. **Indemnity and Hold Harmless:** Pet owners agree to defend, indemnify, and hold harmless the Association against loss or liability of any kind arising from their pets.

This rule was approved by the Association board on April 20, 2017.

Smells and Noises

Residents of the Lanai are entitled to live without ongoing nuisances from their neighbors.

Smells: The building shares a common ventilation system, and as such objectionable smells travel easily through the building. It is therefore essential all residents do whatever is necessary to ensure odors remain in their units most notably tobacco smoke, marijuana smoke, and smells from trash. If you are bothered by smells from another resident, you should ask the resident to stop in a neighborly way. If this fails, you should file a report in writing with the Office Manager and ask any Board member to come witness the smells. Warnings and or fines under the nuisance policy will be issued to residents violating this rule.

Noise: We have a wide array of community members in the building and many work non-standard employment hours. As a result, there is never a time when loud music should be heard outside of your unit. If you are bothered by noise from another resident, you should ask the resident to stop in a neighborly way. If this fails, you should file a report in writing with the Office Manager and ask any Board member to come witness the noise. Warnings and or fines under the nuisance policy will be issued to residents violating this rule.

Records Inspection Policy

The intent of this policy is to generally define the types of records the Association maintains, define the costs of copies, and provide a general procedure for the unit owners to inspect and copy records in accordance with C.R.S. § 38-33.3-317.

Most documents, such as financial reports, corporate documents, budgets, and meeting minutes are posted on the Lanai website at <http://lanaihoa.com> and may be accessed and printed for free.

1. The Association's records (collectively, the "Records") shall consist of the following:
 - a) Detailed records of receipts and expenditures affecting the operation and administration of the Association;
 - b) Records of claims for construction defects and amounts received pursuant to settlement of those claims;
 - c) Minutes of all meetings of the Association's unit Owners and executive board, a record of all actions taken by the unit Owners or executive board without a meeting, and a record of all actions taken by any committee of the executive board;
 - d) (Written communications among, and the votes cast by, executive board members that are:
 - i. Directly related to an action taken by the board without a meeting pursuant to C.R.S. § 7-128-202; or
 - ii. Directly related to an action taken by the board without a meeting pursuant to the association's bylaws;
 - e) The names of unit Owners in a form that permits preparation of a list of the names of all unit Owners and the physical mailing addresses at which the association communicates with them, showing the number of votes each unit Owner is entitled to vote;
 - f) The Association's current declaration, covenants, bylaws, articles of incorporation, rules and regulations, responsible governance policies

adopted pursuant to C.R.S. § 38-33.3-209.5, and other policies adopted by the executive board;

- g) Financial statements as described in C.R.S. § 7-136-106, for the past three years and tax returns of the Association for the past seven years, to the extent available;
- h) A list of the names, electronic mail addresses, and physical mailing addresses of its current executive board members and officers;
- i) The Association's most recent annual report delivered to the secretary of state, if any;
- j) Financial records sufficiently detailed to enable the Association to determine the amount of unpaid assessments currently levied against each Unit;
- k) The Association's most recent reserve study, if any;
- l) Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two years;
- m) Records of executive board or committee actions to approve or deny any requests for design or architectural approval from unit Owners;
- n) Ballots, proxies, and other records related to voting by unit Owners for one year after the election, action, or vote to which they relate;
- o) Resolutions adopted by the Association's Board of Directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;
- p) All written communications within the past three years to all unit Owners generally as unit Owners;
- q) The current year's operating budget;
- r) A list, by unit type, of the Association's current assessments, including both regular and special assessments;
- s) Results of the Association's most recent available financial audit or review; and
- t) A list of all Association insurance policies, including, but not limited to, property, general liability, association director and officer professional liability, and fidelity policies. Such list shall include the company names, policy limits, policy deductibles, additional named insureds, and expiration dates of the policies listed.

2. The Association shall make the Records available for examination and copying by a unit Owner or the Owner's authorized agent, subject to the following conditions:

- a) Owners or their authorized agents shall submit all requests for examination or copying in writing and shall submit requests by mail, fax, or email to Centennial Property Services; P.O. Box 4118; Centennial, Colorado 80155-4118; facsimile number 303-400-8482; email HOA@centps.com. The request shall describe with reasonable particularity the records sought.
- b) Requests shall be provided to the Association's managing agent or a Board member at least ten days prior to the intended date of inspection.
- c) Properly requested Records shall be available at the Association's principal office during normal business hours on the date indicated on the Records Inspection Request form, or, at the Association's discretion, at the next regularly scheduled executive board meeting if the meeting occurs within thirty days after the request.
- d) The person accessing and/or copying the records agrees to pay a fee for the estimated cost of labor and materials required for producing and reproducing the requested Records, as determined by the Association's management company. The Association may require the owner to pay the fee to the management company in advance and in cash. In the Association's discretion, it may also charge a fee to pay for the labor necessary to supervise an Owner while they inspect the Records to ensure the Owner does not remove, tamper with, or destroy the records.

3. Records may be withheld from inspection and copying to the extent they are or concern:

- a) Architectural drawings, plans, and designs, unless released upon the written consent of the legal Owner of the drawings, plans, or designs;
- b) Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;
- c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
- d) Disclosure of information in violation of law;
- e) Records of an executive session of an executive board; or
- f) Individual units other than those of the requesting Owner.

4. Records shall not be subject to inspection or copying, and must be withheld, to the extent that they are or concern:

- a) Personnel, salary, or medical records relating to specific individuals; or
- b) Personal identification and account information of members, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers; except that a member or resident may provide the Association with prior written consent to the disclosure of, and the Association may publish to other members and residents, the person's telephone number, electronic mail address, or both. The written consent must be kept as a record of the Association and remains valid until the person withdraws it by providing the Association with written notice of withdrawal of the consent. If a person withdraws his or her consent, the Association is under no obligation to change, retrieve, or destroy any document or record published prior to the notice of withdrawal. Written consent and notice of withdrawal may be given by electronic means if the parties agree to do so.

5. The person requesting Records need not state the purpose for which the records are to be used. However, no part of the Association's Records shall be used for any commercial purpose. In addition, the Association's membership information shall not be used to solicit money or property unless such money or property will be used solely to solicit the votes of the unit Owners in an election to be held by the Association. Furthermore, the Records may not be sold or purchased by any person for any purpose.

6. In the event that an inspection request will result in review and or copying of voluminous documents, the Association may break the inspection into several sessions to reasonably accommodate the staff at its principal office.

7. The Association has no obligation to compile or synthesize information.

8. Any violation of the Association's rules regarding inspection and copying of Records shall cause the immediate suspension of the inspection or copying until the violator agrees in writing to comply herewith, as well as other remedies such as fines. The Association's board or its representatives may enforce this policy through the Association's normal enforcement procedures or take any available legal action to enforce this policy.

9. The Association will not honor any requests for inspection or copying that do not comply with this policy, but the Association shall send a written notice to the person who made the request indicating the nature of any noncompliance. Any Association representative who receives an oral request for inspection or copying shall

refer the person making the request to this policy, and the Association or its representatives will have no further obligation to respond until it receives a written request.

10. The Association's Board shall be entitled to resolve any dispute regarding the Association's records based upon the Board's reasonable business judgment.

11. The Association may charge a fee in advance for the estimated amount to copy the records not to exceed the Association's actual cost per page including services for copies of the Association's records (reasonably believed to be \$0.30 per page for materials and time). In the event an owner's request will result in review and/or copying of voluminous documents, the Association may break the inspection into several sessions to reasonably accommodate the staff at its principal office.

References to Governing Documents

Obligation to Comply with Lanai Condominium Policies, Rules, and Regulations: All present or future owners, tenants, future tenants or any other person that might use in any manner the facilities of the project located on the property therein described are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the condominium units (hereinafter referred to as "units") or the mere act of occupancy of any of said units will signify that these Bylaws are accepted, ratified and will be complied with. BYLAWS, ARTICLE I, Section 2.

Use of General and Limited Common Elements: Each owner shall be entitled to exclusive ownership and possession of his unit. Each owner may use the appurtenant general and limited common elements and other appurtenances to his unit; in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners. The Association may adopt policies, rules, and regulations governing the use of general and limited common elements, but such policies, rules, and regulations shall be uniform and nondiscriminatory and shall constitute a part of this Declaration. CONDOMINIUM DECLARATION, Section 10.

Additional Policies, Rules, and Regulations: Additional and supplemental policies, rules, and regulations may be adopted by the Board of Managers concerning and governing the use of the general and limited common elements; provided, however, that such policies, rules, and regulations shall be furnished to unit owners prior to the time that they become effective and that such policies, rules, and regulations shall be uniform and nondiscriminatory, except to the extent the Board has discretionary rights specifically given to it in the Declaration. The implementation of additional or supplemental policies, rules, and regulations which shall modify any of the provisions of this Section 34, must be done in accordance with Section 18 of this Declaration.

CONDOMINIUM DECLARATION, Section 34, Paragraph (h).

Assessments: A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these Bylaws if, and only if, he shall have fully paid all assessments made or levied against him and the condominium unit owned by him....BYLAWS, ARTICLE X, Section 1.

Rental Cap

Introduction:

In the interest of protecting homeowners and their families, preserving property values, meeting financing requirements, and enhancing the marketability and quality of life within the community, the Association has developed this rule and its procedures addressing a rental cap for units within the community.

FHA Statement:

Nothing in this policy is intended to act to discriminate against any protected class, to wrongfully deprive anyone of housing, or to violate any provision of the federal Fair Housing Act.

Definition:

"Rental" shall mean any unit within the Association that is not occupied by the legal owner and is rented, leased, or occupied by a resident or residents other than the legal owner.

Association's Limit on Rental Units:

The Association hereby sets the maximum number of rental units to be 25 units. Combined units will be counted as multiple units.

Procedure:

1. The Association's Office Manager will provide a regular report to the Association of the total number of units occupied by owners, the total number of units occupied by renters, the total number of unoccupied units, and the total number of units in transition.
2. When an owner desires to convert a unit into a rental, he or she must seek approval in writing from the Association. If the total number of rental units is less than the Association's limit, the owner may rent the unit provided all provisions of the Rental Policy have been met. If the total number of rental units meets or exceeds the Association limit, the owner may not rent the unit.
3. Owners may request to be added to a waiting list maintained by the Office Manager when the Association limit disallows additional rentals. The list will be compiled on a first-come, first-served basis. When the number of rental units drops below the

Association limit, the owner at the top of the waiting list will be offered the opportunity to convert their unit to a rental. The owner will have 60 days to rent their unit, and if not rented, the owner will forfeit the current opportunity to rent and will be moved to the bottom of the list. If the owner at the top of the waiting list elects not to rent their unit, they will be removed from the waiting list or moved to the bottom.

4. Rentals may remain as rental units until they are sold to a new owner, or until they remain vacant and unoccupied for more than six months. Rental units remaining unoccupied for more than six months will be removed from the list of rentals and other owners on the waiting list will be notified if the removal causes the total number of rentals to fall below the Association limit.

Waiver Policy:

1. The Board, at its sole discretion, may grant a waiver of this restriction for an owner if the enforcement of the restriction would result in an extreme financial or personal hardship (e.g. death of a family member resulting in a person needing to move immediately).
2. The owner requesting a waiver must do so in writing to the Association for discussion in an executive meeting.
3. Granting a waiver is at the sole discretion of the Board and will be granted for one year on the condition the owner either sell the residence or move back into their residence on or before the end of the one-year period.

This rule was approved by the Association board on April 20, 2017.

Rentals Resolution

RECITALS:

- A. The Association is charged with certain responsibilities regarding the care, maintenance and preservation of property values within the community.
- B. Loans are not available from major lenders if the ratio of units occupied by non-owners falls below certain levels. The lack of available loans from major lenders will affect property values within the Association.
- C. Knowing the occupants of units is an advantage to the Association and will assist the Board of Managers in carrying out its duties pursuant to the Amended and Restated Condominium Declaration for the Lanai Condominiums ("Declaration"), Bylaws of Lanai Condominium Association ("Bylaws") and the Colorado Common Interest Ownership Act C.R.S. § 38-33.3-101, et seq. ("CCIOA").

- D. The Board of Managers believes it is in the best interest of the Association to limit the number of units occupied by non-owners and to take steps to help ensure that all non-owner occupants abide by the Association's governing documents.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following resolution for the rental of units within the Association.

1. **Lease:** "Lease" shall mean any relationship whether or not for consideration, whereby a person who is not a unit owner, nor a member of the immediate family of a unit owner, nor a personal friend acting in the capacity of a temporary resident resides or has authority to reside in a unit.
2. **Authority to Lease Unit:** No unit owner shall lease a unit until such owner has occupied the unit for a period of at least one year. Nor shall any unit owner be permitted to lease a unit or renew a lease unless the unit owner has complied with all of the terms of this Rentals Resolution and the Rental Policy. Any purported lease that does not comply with the terms of the Rental Policy shall be considered void at the option of the Association and the Association may take appropriate action as set forth herein.
3. **Lease Restrictions:** No unit will be leased to anyone for less than a six (6) month period. No unit may be leased to anyone convicted of a felony or violent crime within the past 10 years. Additionally, no unit may be leased to a registered sex offender.
4. **Procedure for Leasing Unit:** Prior to leasing any unit or renewing any current lease, a unit owner must obtain approval from the Association pursuant to the Rental Policy.

Resolution and Policy adopted this 18th day of February 2016 by Resolution of the Board of Managers.

Rental Policy

1. The Lanai requires all rental or non-occupied units to have a designated agent who lives within the City and County of Denver if the owner of record does not live or work within the city limits and is not handling the property management. All agents must have on file, with the City and the Lanai office, signed authorization to act on behalf of the owner or record. (The required form "Designation of Manager" can be found in Appendix E.)
2. All owners interested in renting their unit must first check with the Board of Managers whether there is room under the Rental Cap as described in this Owner's Manual for additional rentals within the building. Owners must have occupied their unit for a minimum of one year prior to applying to the Board. Once it has been determined that there is room under the Rental Cap for additional rental units,

owners must submit a "Rental Policy Checklist" with all of the documents it outlines along with a proposed lease that includes the "Lanai Lease Rider." (The required "Rental Policy Checklist" and the "Lanai Lease Rider" can be found in Appendix E.)

3. Neither the Association, nor the Office Manager, nor the Managing Agent is able to make decisions for absentee owners in regard to their units except in case of emergency. Expenditures incurred by the Association within an individual rental or unoccupied unit in case of emergency will be the owner/agent's responsibility.
4. Owners/agents must keep the management company and Board of Managers promptly informed as to any change of occupancy or ownership of a unit pursuant to the Associations Rental Policy. Any expense by the Association related to such change in occupancy will be the unit owner's responsibility.
5. Non-resident owners do not retain access to the common areas including the swimming pool or the 12th Floor facilities for personal use unless as a guest and accompanied by the tenant. Laundry facilities may not be used by the owner while a property is rented.

Reserve Investment Policy

The Board of Managers shall reasonably investigate the options available for investment of reserve funds with an emphasis placed on safely preserving principal.

The Board may consider the opinions of its management, legal counsel, public accountant, and/or other persons the Board reasonably believes possess expert knowledge and competence, provided that this persons or persons will not directly benefit from the type and amount of investment or that person is insured against errors and omissions.

Members of the Board will make investment decisions based upon what they believe to be the best interest of the Association and its members.

Rule Enforcement & Nuisance Policy

The following procedures will apply to violations of the Owner's Manual including the Declaration, Bylaws, Articles of Incorporation, or Rules and Regulations, other than those concerning payment of assessments by members. (See "Collections Policy.")

The Association encourages a neighborly approach and asks that residents first communicate with each other regarding a perceived violation of laws, policies, rules, or regulations in an attempt to resolve any problems.

For the benefit and protection of the Association and of the individual owners, the Board deems it desirable to

establish and operate by procedures to ensure proper process in cases where there is a question of compliance by an owner, a tenant, family members, vendors and guests with the provisions of the Declaration; Articles of Incorporation; Bylaws; or Policies, Rules, and Regulations.

1. Informal Resolution of Violation:

Any owner, tenant, or agent of the Association may directly request that an owner or resident cease or correct any act or omission which appears to be in violation of the aforementioned documents. It is the preference of the Board that residents of the community attempt informal resolution prior to seeking formal resolution. In the event the perceived violation would also be a violation of Federal, state, or local laws or regulations the Board may request the complaining resident to contact the appropriate government agency to report the perceived violation.

2. Formal Resolution of Violation:

- a) All violations and complaints must be processed through the Office Manager, Managing Agent, or the Board and will be resolved as soon as possible. In the event the problem is not resolved to the satisfaction of the complainant, a date may be set for a formal hearing of the Board to resolve the problem.
- b) Any action taken by the Association shall be strictly within the discretion of the Board. The Board shall use its judgment in deciding how to proceed regarding any complaint.
- c) A written "Notice of Violation" will be sent to the owner of record of the property, and to the tenant or lessee if applicable. This letter shall spell out the offense, request compliance, and specify a time limit for compliance.
- d) The Board or its agent may either levy a fine with the Notice of Violation or may specify in the Notice of Violation a time limit for compliance prior to the assessment of a fine.
- e) Judicial action may be taken against any homeowner, tenant, or other responsible person to enforce compliance with the rules or to obtain payment for damages or any expenses incurred by the Association to the extent permitted by law.
- f) The Board or its agent will take the appropriate action deemed necessary for any infraction of the Policies, Rules, and Regulations against any unit owner and or residents. The Board or its agent may restrict or suspend Association privileges including restricting common area usage until a formal hearing is complete. The schedule of fines, except as otherwise defined in the Owner's Manual, may include any of the following:

- i. First Office: Written notice.
- ii. Second Offense: Up to a \$250 fine.
- iii. Third Offense: Up to a \$350 fine.
- iv. Fourth Offense: Up to a \$500 fine.
- v. Fourth and Successive Offenses: \$1000 fine.

3. Appeals:

Unit owners and residents may appeal any fine to a hearing of the Board of Managers. The Board, through the chair of the meeting, shall direct all proceedings at the hearing. The chair shall also have complete authority to decide what evidence shall be accepted. No person shall speak without being recognized by the chair and the chair may limit the amount of time any person may speak. The failure to comply with the directions of the chair or otherwise conduct an orderly hearing may cause the meeting to be adjourned by the chair. The accused shall have the opportunity to interview each witness. The decision of the Board of Managers shall be final.

4. In the event the violation is of a continuing nature, or is a repeat of the same violation previously corrected by the owner, or if the violation constitutes a threat or the health, safety, or welfare of the residents or the property within the community, or the circumstances otherwise justify such action, the Association, acting through the Board of Managers, may institute an action in a court of competent jurisdiction to pursue legal remedies including seeking injunctive relief to abate the violation immediately without proceeding through steps outlined above. Nothing in this policy shall constitute an election of remedies nor preclude the Board from seeking assistance from other enforcement authorities such as police, fire, or animal control.
5. The Association shall be entitled to reimbursement of its costs including reasonable attorney fees, court costs, and other legal costs incurred in all enforcement activities from any owner who has committed a violation.
6. No action shall be brought or maintained by anyone against an owner unless the owner has received notice and has been presented with the opportunity of a hearing before the Board.

Security

To preserve the safety and security of individuals and the building:

1. You have both the right and responsibility to introduce yourself to and/or question anyone using or misusing our facilities, and further to ask anyone found in violation of the rules to leave the premises and report the date and time of any violation to the Office Manager, Managing Agent, or a Board member.

2. This is a limited access building, not a secured facility. You are responsible for the acts of anyone using fobs assigned to you. You are required to ensure doors are kept securely closed and locked after use.
3. When your unit is not occupied, sliding windows on the lower floors should be locked and a dowel placed properly to secure the doors. These doors are not to be used as an access to the building by anyone.
4. Access doors are not to be propped open unless monitored. If a door is propped open and unattended, you are responsible to close it.
5. Visitors are not allowed in the building unless invited in by residents. Notify the Office Manager if you plan to have unescorted visitors in the building.
6. Unit doors should be kept closed for fire safety and security at all times.

Selling Your Unit

The following rules for real estate professionals and "Open Houses" are designed to minimize the impact on the community while allowing you to market your property. Sellers must notify agents of these rules.

1. Open houses are permitted only on Saturdays and Sundays between the hours of 10 am and 4 pm. Agents showing property at the Lanai at any time must leave a business card at the office.
2. Signs advertising "For Sale" or "Open House" may only be placed on the sidewalk at the front entrance for fifteen minutes before through minutes after an open house.
3. The person holding the open house must have at least one person in the lobby to provide prospective purchasers access into the building and to usher them to the unit being offered for sale and one person in the unit. No access into the building is allowed while the lobby usher is not in the lobby.
4. The Association is not responsible for any use of key lockboxes, and you must notify the Office Manager of all lockboxes you intend to use. A lockbox cabinet is located outside the front entrance and may be used for the purpose of marketing your property. The Office Manager will provide you with an access code. You are responsible to ensure your lockbox has your name and phone number on it. Any unapproved lockboxes placed anywhere on the property without Office Manager approval will be cut off and discarded. Keys and fobs given to real estate professionals or other service providers remain the responsibility of the owner along with the actions of those individuals when accessing the building. The Office Manager does not provide access to the

building or your unit for sales and marketing purposes.

5. The Association is not responsible for the replacement of exterior fobs which have not been passed on to new owners or which have been lost. New owners must update the fob records with the Office Manager upon possession of their unit.
6. At closing, all new owners shall furnish to the Managing Agent, a certified copy of the recorded instrument vesting that person with an interest of ownership in the condominium unit.
7. Units owned by more than one person, partnerships or any legal entity will have one registered mailing address, and such address will be furnished at closing to the Managing Agent.
8. Copies of the Declaration; Articles of Incorporation; Bylaws; and the Owner's Manual that includes the Lanai Resolutions, Policies, Procedures, Rules and Regulations are readily available on the Association website and should be read by all residents.
9. Before taking possession, all purchasers should consult with the Office Manager regarding the "Moving and Deliveries" section of these Rules.

Signs

1. Except for Open House signs, no real estate signs including "For Sale" or "For Lease" signs are to be displayed in or around the building, from windows, balconies, or on vehicles. See "Selling Your Unit" above.
2. Political signs may be posted not more than forty-five (45) days prior to the election to which the signs relate and must be removed within seven (7) days following the election to which the signs relate. Not more than one political sign shall be allowed per political office or ballot issue. Signs shall be limited to eight (8) square feet in size and may be hung inside unit windows. Signs may not be hung on balconies.

Smoke Alarms

1. Homeowners are responsible for the maintenance and testing of their own smoke detectors. The detectors must be tested on a semi-annual basis and batteries replaced twice a year. A certificate of compliance must be filed in the office of the Lanai Condominium Association, Inc.
2. The fire department and building inspectors will enforce this ordinance. Failure to comply may result in penalties to the owner.

Swimming Pool

1. The pool is open from May to September, weather permitting. Posted rules must be obeyed. Pool hours will be posted.
2. There is no lifeguard on duty at any time. Use of the pool and pool area are at your own risk.
3. A five (5) foot perimeter is to be kept free of personal items around the pool at all times.
4. No animals of any type are allowed in the pool area.
5. No one fourteen (14) years old or younger is allowed in the pool or in the area unless accompanied by an adult.
6. Food is allowed in the pool area but must be kept at least five feet away from the pool edge. If you bring food into the pool area, you must completely clean it up afterward or you will be fined, and you could lose your privilege to use the pool.
7. No glass of any kind is ever permitted in the pool area. You will be fined, and you could lose your privilege to use the pool.
8. Personal earphones are recommended in the pool area. Music can be played at reasonable levels in the area, however if a resident asks you to turn down your music, please be neighborly and comply. The Board will develop specific volume restrictions and post those if necessary. If you are unreasonably noisy at the pool, you could lose your privilege to use the pool.
9. No running, diving, or rough play is permitted in the pool area. Nude swimming or lewd behavior is not permitted.
10. Regular swimwear only is permitted in the pool. Jeans or outerwear are not permitted.
11. Toddlers and/or small babies must wear waterproof garments over diapers when in the pool.
12. Reasonable sized floating or play equipment are permitted in the pool. Please be neighborly and cooperative when others are in the pool.
13. No alcohol is permitted in the area for persons under twenty-one (21) years of age. Allowing under age persons to consume alcohol in any common areas will be reported to police and you could lose your privilege to use the pool.
14. No swimming is permitted during periods of pool maintenance or cleaning.

15. Footwear and full body apparel must be worn in all common areas and on the way to and from the swimming pool.
16. Please shower before entering the pool. Towel off excessive suntan oil before using the pool. Towel off before leaving the pool area.
17. Homeowners are responsible for their tenants and/or guests.
18. Absentee landlords do not have automatic pool privileges. The pool may only be used by an absentee owner as an invited guest of another homeowner or a tenant, who must also be in attendance.
19. Do not remain in the pool or pool area during inclement weather.
20. Violation of swimming pool rules and/or damages to the swimming pool and patio area are the responsibility of the homeowner. The cost to clean or repair any deliberate damage, abuse, or vandalism will be charged back to the owner of the unit responsible and will also result in fines.

Trash

1. One trash bin (green) for common household trash only is located in the south garage area. There are two recycle bins (white) for mixed recycling. Familiarize yourself with recycling rules and procedures to make sure you're properly preparing your recyclables. The small trash can next to the give-away table is for small amounts of recyclables only. A bucket for used batteries only is also available next to the give-away table.
2. Bag and tie all trash prior to depositing in the bins including pet waste.
3. Christmas trees must be broken down and bagged. Large boxes and items must be broken down before recycling.
4. Trash bins are not to be used by contractors for disposal of building material without prior approval of the Office Manager.
5. Disposal of large items or chemicals such as carpeting, appliances, furniture, building material, paint, or cleaning supplies is the responsibility of the owner. You will be fined and charged any additional fees associated with removing these items
6. Make sure only recyclable materials end up in the recycle bins.

7. Deliberately leaving trash in the common areas or throwing trash or cigarette butts onto the ground is considered littering and will be treated under the nuisance policy.

Twelfth Floor & Roof Top Deck

1. Roof access for sightseeing, walking, or lounging is available through the east door in the hallway of the 12th floor. No key is necessary.
2. No roller blading, skate boarding, cycling, skating, or running is permitted on the roof deck. No ball games or playing on the roof is permitted.
3. Children are not permitted on the roof without adult supervision.
4. Only residents who have completed a safety and use training may use the rooftop barbeque grills. Failure to use the grills properly and clean them up after use will result in fines and suspension of privileges to use the grills. No other cooking devices may be used on the roof.
5. Never throw anything, no matter how small, from the roof deck. This will be treated under the nuisance policy.
6. The equipment service roof is a restricted area and only authorized service providers may access the area. Violators will be fined \$500.
7. Unit owners are responsible for the behavior of tenants and guests who use the facilities on the 12th floor. Any damage will result in fines, the loss of deposits, cleaning fees, cost of repairs, and legal fees being assessed to the unit owner.

Ohana Room

1. Reservations for and access to the Ohana Room is obtained by requesting a key from the Office Manager. The room is unlocked during daytime hours for any resident to use.
2. Reserved use is allowed on weekdays from 8 am to 10 pm, and on weekends from 8 am to 11:30 pm. Music is allowed at a reasonable level, but sub-woofers may not be used.
3. Reservations must be made at least 24 hours prior to use.
4. Reservations are made with the Office Manager.
5. Two checks are required for Ohana Room rental. One check is a \$250 damage deposit which will be returned provided the entire 12th floor is returned to the same condition as it was found and the 12th Floor Clean-Up Check-Out form is completed and returned to the Office Manager. The second check is a non-refundable use fee.

6. The Ohana Room rental form is available in Appendix E.
7. LIMIT: 50 guests of family and friends. Larger groups are permitted with prior approval of the Board. No gatherings intended for the general public are allowed.
8. Owners are responsible for entry and exit of guests from the building, for the conduct of the guests while on site, for any damage or stolen property. A designated responsible person must be in attendance at all times.
9. Any owner or tenant has the right to close the Ohana Room if, in their opinion, the premises are being misused or a disturbance is being created. To close the Ohana Room, a homeowner or tenant should request the responsible person end all activities in the room, and if necessary, be willing to sign a complaint, call the police and call Board members.
10. Should any violation of the rules occur, the owner or resident is subject to cancellation of the privilege to use the Ohana Room or library in the future.
11. Upon leaving the Ohana Room, check for damage, losses, and fire hazards and report any concerns to the Office Manager. If you have reserved the Ohana Room, you must fill out a Check-Out form or you will forfeit your deposit. Make sure all outer doors are locked. Set the room temperature to a low energy setting. Turn off all lights.
14. The Ohana Room and library are reserved for Association use for all regularly scheduled board meetings, the Super Bowl, July 4th, Christmas Eve and Christmas Day, New Year's Eve and New Year's Day.

Library

1. Access to the library is granted to residents and guests only.
2. All guests must be accompanied by a resident.
3. Drinks or food must never be placed on or near the billiards table.
4. Extreme care should be taken with the cue sticks not to damage the room or injure others. Cue sticks must not be tapped on the floor. Damage to the sticks, or the room as a result of misuse of the sticks will be charged to the unit owner.
5. Do not leave balls in the pockets. Rack balls and cover the table before leaving.
6. Upon leaving the library, check for damage, losses, and fire hazards and report any concerns to the Office Manager. Make sure all outer doors are

locked. Set the room temperature to a low energy setting. Turn off all lights.

7. Library hours are 8 am to 10 pm, and on weekends from 8 am to 11:30 pm.

Gym

Use of the gym is at your own risk. The Association is not responsible for injuries. It is recommended you work out with a partner and have a phone available to call for help in the event of an emergency. Gym rules and policies are as follows:

1. Treat this room and others who use this room as you would like to be treated.
2. Use one piece of equipment at a time and allow others to use it between your sets. Read the instructions to use the equipment properly.
3. Always wipe down a piece of equipment after you use it. Report any concerns about equipment to the Office Manager.
4. Do not drop equipment or make excessive noise.
5. Ask others before changing the television station. Use headphones if you want to listen to music.
6. Do not bring free weights or dumb bells into the gym.
7. Unit owners are responsible for any damages caused by their guests.
8. No one under 16 years old may use the gym without adult supervision.