

TRIANON CONDOMINIUM ASSOCIATION II
RULES & REGULATIONS

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Pursuant to Paragraph 15 of the Condominium Declarations recorded September 20, 1979 in the records of the Clerk and Recorder of the City and County of Denver, and pursuant to paragraph IV.2(b) of the Association's Bylaws, the following Rules and Regulations are hereby adopted. These Rules and Regulations are intended to supplement the restrictions contained in the Declaration and Bylaws, and shall remain in full force and effect, and shall run with the condominium estate of each Unit, until duly repealed or amended.

The real property to which these Rules and Regulations apply is described as follows:

Lots 30-34 inclusive, except rear
portion to City for alley
Block 9
More's Park Heights
City and County of Denver

also known as Units 1, 2, 3, 4 and 5, Trianon Condominiums, according to the Declaration recorded September 20, 1939 at Book 2011, Page 330 of the records of the Clerk and Recorder of the City and County of Denver.

1. Maintenance of General Common Elements. All members shall keep the general common elements clean. Trash may not be kept in any common element at any time, and must instead be placed in the trash receptacle at the rear of the building. General common elements may not be used for individual storage. Members' boxes, bicycles, wood, and any other personal property must be kept in their Unit or in the designated special common elements associated with their Unit.

2. Laundry Room.

(a) When a member's load of laundry is finished it should be immediately removed by that member. If a member's load of laundry is finished but remains in a machine, another member may carefully remove it and place it on a table or other clean surface. No laundry should be left in the laundry room for any extended period of time, and in no event should it be left overnight.

(b) The laundry machines must not be overloaded. Damage caused by such overloading shall be the sole responsibility of any member who overloads the machines.

(c) The dryer lint trap must be cleaned before every use. Sheets of fabric softener may not be used in

the existing dryer. Damage caused by failing to clean the trap or using fabric softener sheets shall be the sole responsibility of the member causing such damage.

(d) Lights in the laundry room and in the hall leading to the laundry room shall be turned off when the laundry room is not in use.

(e) Each member shall be responsible for his own detergent and other laundry supplies. No member may use another member's laundry supplies without that member's consent.

3. Pets.

(a) No pets are permitted, except by variance.

(b) The criteria for deciding whether to grant a pet variance shall include, but shall not be limited to:

(i) The type of animal for which a variance is sought.

(ii) The size of the animal.

(iii) The demeanor of the animal.

(iv) The number and types of animals for which variances have already been granted, both in the unit in question and in the building as a whole.

(c) All pets permitted by variance shall be kept in accordance with the following restrictions:

(i) No animals are permitted in any interior common element except when in transit to and from Units, and at all times during this transit all pets must be kept under the strict control of their owner. In the case of dogs, "street control" means leashed. At all other times animals must be either outside or in the owner's Unit.

(ii) No cat boxes are permitted in any interior common elements.

(iii) No member's dog shall be permitted in the exterior common elements without being leashed.

(iv) Each member owning a pet shall be responsible not only for keeping his Unit free of pet waste, debris, and odor, but also all common elements free of pet waste, debris and odor regardless of the origin of that waste, debris and odor.

(v) Pets shall be kept reasonably quiet so as not to disturb other members. No pet shall pose a nuisance to any other member.

4. Children. No children under the age of eighteen (18) may permanently reside in any Unit. All children, whether visiting or permanent, shall be kept reasonably quiet so as not to disturb other members.

5. Heating Plant. The members shall be responsible for sharing the duty of keeping the boiler filled and drained. No member may unilaterally change the temperature setting on the master thermostat without the prior consent of the Board.

6. Security. Each member is responsible, for himself and his dependents and guests, for keeping all exterior doors shut and locked at all times.

7. Mail. Individual members' mail boxes are locked. Because of the small size of the boxes, mail should be removed each day. Arrangements should be made with the post office if any member plans to be unable to pick up his mail for any extended period. Oversized mail or other mail not left in the boxes should not be left in common areas.

8. Tenants. The Declaration provides that the Units may be rented. In order to fully protect each member's interest in his Unit, the members hereby agree that such renting shall be accomplished as follows:

(a) A member desiring to rent his Unit shall use a standardized residential lease, in a form approved by the Board. That form of lease shall require a Tenant to comply with all these Rules and Regulations, as well as with the Covenants contained in the Declaration, and shall also contain the following provision:

"If the Board of Directors of the Association determines that Tenant is violating any of the Association Rules and Regulations, or any of the Covenants, it may notify the Landlord in writing of such violations and of the fact that the Association requests that the Tenant be evicted. If the Landlord does not begin eviction proceedings within thirty (30) days of his receipt of such notice, Landlord hereby irrevocably appoints the Association as

his agent to commence such proceedings, provided, however, the Association shall not commence such proceedings until after a special meeting of the members is held, at which meeting Landlord shall have an opportunity to discuss whether eviction should be commenced."

(b) If a member desiring to rent his Unit also wishes to employ a property manager, that property manager must be approved in advance by the Board.

9. "For Sale" and "For Rent" Signs. No "For Sale," "For Rent" or similar signs may be placed in or on any Unit window. The placement of any "For Sale" or "For Rent" or similar signs on exterior common elements must be approved in advance by the Board.

10. Parking. Each of the Units has one assigned parking space. The spaces for Units 1, 2, 3 and 4 are under the carport as designated in the Declaration. The Unit 5 parking space is near the southeast corner of the parking area. No member may park more than one vehicle in his allotted space, and may not park in any other members' allotted spaces without that member's prior consent. Cars may not be parked in any assigned space so as to block other members' access to and from their assigned space.

11. Enforcement of Rules and Regulations. The Board shall enforce these Rules and Regulations, and the Covenants contained in the Declaration, according to the following procedures:

(a) Variances.

(i) Any member seeking a variance from these Rules and Regulations or from the Covenants shall apply in writing to the President, except that if the applicant is the President, he shall apply to another officer. Such application shall state the nature of the variance requested, the reason for the request, and if applicable, the date on which the activity for which a variance is sought was commenced.

(ii) The President or other officer shall call a special meeting to be held within ten (10) days of the date he receives the request, and the Board shall consider the variance at that meeting. In ruling on a request for variance, the Board shall balance the individual needs of the applicant--considering all his special circumstances--against the impact such variance might have on the property

as a whole. A variance is granted by the affirmative vote of the majority of the Directors present; provided, however, that if the applicant is also a Director, he may not participate either in the vote or in calculation of the quorum.

(iii) In lieu of the formal hearing procedure outlined above, any request for variance may be granted in counterparts by the written and dated approval of a majority of Directors, excluding the applicant, provided such approvals are dated within a period of one week of each other.

(b) Complaints.

(i) Any member may make a formal written complaint delivered to any Director other than himself, alleging that another member has been or is violating the Rules and Regulations or the Covenants.

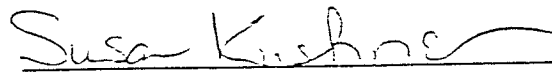
(ii) Upon receipt of such a complaint, the Director shall deliver a copy of the complaint to all other Directors. The President shall call a special meeting, to be held within ten days of the receipt of the complaint, at which the Board shall determine whether the Complaint, if true, appears to accurately state a violation of these Rules and Regulations or the Covenants. If the Board rules that the Complaint does not state a violation, it shall immediately respond to the complaining member in writing explaining why the activity complained of does not violate these provisions or the Covenants. If the Board determines the activity complained of does appear to be in violation of these Rules and Regulations or the Covenants, it shall immediately notify the offending member in writing that he has three (3) days in which to either (1) correct the offending behavior; (2) submit a request for a variance; or (3) object to the Complaint in writing stating why he does not believe his behavior violates the Rules and Regulations or the Covenants. Said notice shall be delivered in person or by certified mail, return receipt requested. Copies of all Board responses to Complaints shall likewise be delivered to all members personally or by certified mail, return receipt requested.

(iii) If the President or other officer receives a written objection to a Complaint, he shall hold a special meeting within ten (10) days of receiving such objection, and at that meeting shall determine, after providing both the complaining and objecting

parties an opportunity to be heard, whether the activity in question has taken place and whether it does indeed violate the Rules and Regulations or Covenants. If the Board determines at this meeting that the objecting party is violating the Rules and Regulations or the Covenants, it shall by written order direct the offending member to cease and desist future violations. It may also assess the offending member the cost of any repairs necessitated by the violation. If the violation is the first violation by the member, the Board's order shall advise the member that any future violation will result in the member's disenfranchisement at meetings pursuant to Article V.5 of the Articles of Incorporation. If the violation is the second violation, the Board's order shall state that the member is disenfranchised from voting at meetings until he is in compliance with all the Rules and Regulations and Covenants. Said order shall be rendered within three (3) days of the hearing, and shall be delivered to all members personally or by certified mail, return receipt requested.

(iv) In addition to the aforesaid powers, the Board may also enforce these Rules and Regulations and the Covenants by seeking injunctive relief in the courts, the cost of which, including reasonable attorneys fees, shall be borne entirely by the offending member who shall be separately assessed for such costs and attorneys' fees.

Dated this 21st day of September 1987.



Susan Kushner
Secretary