

**RULES AND REGULATIONS
FOR
525* CONDOMINIUMS
UPDATED AND REVISED MARCH 2024**

THESE RULES AND REGULATIONS ARE TO BE GIVEN TO ALL OWNERS AND RENTERS OF 525 JACKSON. PLEASE READ THEM CAREFULLY AND KEEP FOR FUTURE REFERENCE. ALL OWNERS AND RENTERS ARE ON NOTICE OF THE PROVISIONS SET FOR HEREIN.

525* CONDOMINIUM
ASSOCIATION

RULES AND REGULATIONS

As provided by the Declaration for the 525* CONDOMINIUMS, recorded June 12, 2000 (the "Declaration"), the Board of Managers of 525* Condominium Association, Inc. a Colorado nonprofit corporation ("Association"), has adopted the following rules and regulations to govern the use and enjoyment of 525* CONDOMINIUMS. Every Owner, guest, members of the Owner's family, servants, agents, employees, invitees, lessees and licensees shall adhere strictly to these rules and regulations. The Board desires to promote the highest possible standard of living experience within the development. In order to accomplish that objective, the Board must have the cooperation of all persons subject to these rules and regulations.

1. **Use and Restrictions.** The development shall be used for residential purposes. The common sidewalks, stairways, drives, common areas and other access areas shall not be obstructed or used for any purposes than for entering or leaving the units, and shall not be used for the storage or placement of furniture or any other articles, including but not limited to, plants, boxes, shopping carts, etc. The premises shall not be used for any purpose other than that for which they were constructed. No trash, rubbish sweepings or other substances shall be thrown or strewn about. Occupants shall not use or permit to be used or brought into the building or onto the premises any flammable oils or fluids, or other explosives or articles deemed hazardous to life, limb or property.
2. **Damages.** Any damage to the property of others, including the Common Elements, resulting from misuse of such facilities of any nature or character wherever shall be paid by the Owner of the Unit causing such damage.
 - a. *Renter Move In Fee.* Owners will be assessed a fee (currently \$100), to be added to their Condominium Fees, for each new set of renters moving into their Unit to cover the cost of increased wear and tear on the Common Elements. Additional and/or excessive damages will be charged in addition to the \$100 move in/out fee, should the Board so rule, and pursuant to the requirements of the Association's Resolution of 525 Condominium Association, Inc. Regarding Policies and Procedures for Covenant and Rule Enforcement ("Enforcement Policy")
3. **Parking Area Regulations.** No vehicle belonging to any Owner, guest, member of the Owner's family, servant, agent, employee, invitee, lessee or licensee of Owner shall be parked in a manner as to impede or prevent ready access to other parking spaces of the development. The Owners, and others using the premises, will obey any parking regulations posted at the parking areas and any other traffic regulations made by the Association in the future for the safety, comfort, and convenience of the Owners and others using the premises.

- a. No cars may be parked along the rear wall of the building under the windows; deliveries and passenger pick-up will be permitted only if vehicles remain attended.
 - b. The blowing of a vehicle horn around the premises, except for safety reasons, is not permitted.
 - c. The Association reserves the right to pursue any applicable remedies set forth in its Enforcement Policy against any Unit Owner who is associated with any vehicle parked in an unauthorized place or manner in the community. Further, the Association may remove any abandoned or inoperable vehicle parked in the community, at the expense of the respective Owner, pursuant to the notice requirements set forth in the Declaration and in accordance with Colorado towing laws.
4. **Parking Map Assignments.** Parking spaces at 525 Jackson Street are limited common elements and are owned by the 525* Condominium Association. The Association's Board of Managers has the sole authority to assign the exclusive right to use of a limited common element to an individual unit. However, assigned parking spaces, and other parts of the common and limited common elements, are not to be considered part of any owned unit. They may not be bought, sold, mortgaged, rented, or used for the monetary gain of an individual owner. In the interest of clarity and continuity, Owners should not switch their parking location without express consent of the Board of Managers.
- a. See Attachment, 525 Jackson Parking Assignments, incorporated herein by this reference.
5. **Lease Restrictions.** The Association has determined that steps be taken to increase and preserve the owner occupancy ratio in the building. Units purchased for investment purposes directly impacts the financial value of each Owner in the building, because governmental (FHA, VA) and/or quasi-governmental (Fannie Mae and Freddie Mac) lending entities will not fund loans with a high renter occupancy. The restriction on leasing is reasonable and necessary to maintain the financial quality of the community. In order to preserve the owner occupancy level required by governmental and quasi-governmental lending/acquisition guidelines, the Association sets for the following criteria:
- a. Every lease shall be subject to the terms of the Declaration, the Articles of Incorporation and the Amended and Restated Bylaws of the Association, and these Rules and Regulations.
 - b. Pursuant to the Declaration, all leases must be for a minimum term of at least 180 days, may not be for less than the entire Unit, and shall be in writing.
 - c. Owner's right to lease one unit (per Lease Procedures) shall not be restricted unless the owner occupancy level falls below a level acceptable to non-

governmental and governmental lenders, or the owner occupancy level falls below a level of 51%.

- d. Owners who purchase a unit after the filing date of the Declaration might not be permitted to lease the one unit they own; their ability to do so shall be determined by the procedure (Lease Procedures) set forth below.
- e. Owners who purchase a second unit after the filing date of the Declaration shall not be permitted to lease that unit.
- f. In the event the owner occupancy level falls below a level acceptable to non-governmental and governmental lenders, the owner occupancy level falls below a level of 51%, or an additional lease would cause the owner occupancy level to fall below the accepted levels, the Board (or their Agent) will establish and maintain a Rental Waiting List of Owners.
 - i. The Rental Waiting List will be ordered by date precedence in which Owners place a bonafide rental request following the Lease Procedures set forth below.
 - ii. In the event of a lease opportunity, Owners who have registered requests and are on the Rental Waiting List will be notified and given 10 days to accept a lease opportunity. Owners will be notified in the order they placed their request on the list, with the most senior request holding the first opportunity to rent.
 - iii. Owners on the Rental Waiting List who pass on a rental opportunity will relinquish their current place in order of precedence and be placed at the bottom of the list.
- g. Rental authority is a limited resource, especially when the owner occupancy level requires rental restrictions. Owners who are granted lease authority shall maintain their ability to lease their unit continuously, without further Board authorization, unless:
 - i. The Owner of a unit maintains a vacant unit for six months. At that time, the Board may, in its sole discretion, revoke the right to rent from the Owner.
 - ii. In the event an Owner who has been granted rental authority does not contract a successful lease in six months, the Board may, in its sole discretion, revoke the right to rent from the Owner.

6. Lease Procedures. All Owners will follow the lease procedures set forth below.

- a. All Owners shall notify the Board of Managers in writing through the Property Manager of their request (the "Request") to lease a unit within a reasonable time

before their intent to do so, but in any event no less than one month prior to the date the Owner wishes to commence the lease.

- b. Owners shall submit Requests to lease at the earliest possible time to avoid undue expense or hardship to all parties. The Request to lease shall state the length of the proposed lease and any reasons for wishing to lease at that time (i.e., the Owner intends to sell the unit within a year, the unit is in probate, etc.).
 - c. The Board of Managers shall have the obligation to answer any written request by a unit owner accompanied by such information concerning the proposed rental and the terms of the proposed lease **within ten (10) days after receipt of such request by the Property Manager**. In the event the Board is not able to convene and make a decision within this timeframe, the Board shall provide notice to the Owner forthwith. The Board shall provide the Owner with a date certain by which time the Board must provide an answer to the Owner. The date shall be in no case more than twenty-five (25) days from the date of receipt of the request. Failure to do so within the stipulated time shall constitute a consent to lease for a minimum of six months by the Board. If the Owner fails to provide adequate notice of the Request prior to the date the Owner wishes to commence the lease, then the aforesaid deadline pertaining to the Board does not apply, and the Board shall set a reasonable timeframe which, due to the delay of the Owner, need not be within the restrictions set forth above.
 - d. It shall be the Owner's responsibility to advise the Property Manager in writing as a part of his or her Request of the phone number, fax, email and/or street address where the Owner may be located. The Board will contact the Owner based on the information provided. For notice to be deemed sufficient, the Board need only send communications to the last known address or contact the last known phone number which were provided by the Owner to the Property Manager. If the Board makes best efforts to contact the Owner but is unable to do so, the request by the Owner shall be deemed denied.
 - e. The Board shall take into consideration in reviewing the request to lease:
 - i. The current owner occupancy level on the date the Request is submitted;
 - ii. The Rental Waiting List order of precedence;
 - iii. Any other factors which the Board should reasonably consider which would outweigh the need to increase owner occupancy.
7. **Insurance.** Nothing shall be done within the development which might result in an increase in the premiums on insurance obtained for any portion of the development or which might cause cancellation of such insurance.

8. **Violation of the Law.** Nothing shall be done within the development which would be in violation of any statute, rule, ordinance, regulation, permit, or validly imposed requirement of any governing body.
9. **Pets.** As provided by the Declaration, no exotic animals, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in or on the units or the premises. The Board shall consider applications for a bona fide household pet, so long as such pet is not kept for any commercial purpose.
 - a. If the Board approves a pet, the Owner shall ensure that:
 - i. the pet does not run free on the premises and is generally confined to the unit and, when not, shall be under the control of the Owner or renter (i.e., carried or kept on a leash); and
 - ii. The pet does not create noise or otherwise constitute a nuisance to any other Owner or renter of a unit, as determined by the Board in its sole and absolute discretion; if the Board determines that any pet has become a nuisance, such pet must be removed from the premises and an Owner's failure to remove such pet shall be subject any applicable enforcement remedies as set forth in the Association's Enforcement Policy
 - b. The right of the Owner or renter to keep an approved animal shall be coupled with the responsibility to follow all state, county and and local governmental regulations pertaining to animal ownership and handling, and to pay for any damage caused by such animal, as well as any costs incurred by the Association as a result of such animal.
 - c. The Board may take all necessary action against an Owner for failure to abide by this and other applicable provisions of the Association's governing documents and policies, including all of the remedies set forth in the same.
10. **Window Coverings.** All residents on the premises shall utilize light-colored window coverings that are in keeping with the aesthetics of the building as determined by the Board. If the window coverings are not in conformance with the appearance of the building, the Board shall notify the Owner of the unit in writing that the window coverings must be changed, and the Owner shall have thirty days in which to replace them. The Owner's failure to do so will constitute a breach of the Association's, and the Board shall have all remedies set forth in the Association's Enforcement Policy.
11. **Trash and Unsightly Uses.** The Association has provided garbage and recycling containers located in the designated areas to the rear of the building. All garbage and recycling shall be contained within bins, and not overflow. All garbage shall be placed in sealed plastic bags and disposed of in the garbage containers provided. All recycling shall be flattened, and placed in bin loose (no bags), or in accordance with current recycling guidance from the service provider. No one shall dispose of construction materials, paint materials, hazardous materials, computers, technology or other e-waste,

appliances, or any other waste associated with construction or renovations within the common trash bins. Large items, such as furniture or appliances, shall be scheduled for removal through the property management company, and the associated costs of large item removal will be billed to the owner's account.

12. **Antennas.** Without the prior written approval of the Association, no exterior television or other antenna of any sort shall be placed, allowed, or maintained upon any portion of the General Common Elements.

13. **Keys and Locks.** Each Owner shall at all times provide the Association or Property Manager with a set of keys to his or her Condominium Unit, including those for any new or changed locks. Any Owner failing to abide by the provisions of this paragraph shall, in the event of an emergency or otherwise, be liable for damage resulting directly or indirectly from the failure by the Association to obtain entrance to that Owner's Unit. In addition, if an Owner fails to provide keys as directed herein, the Association shall not be liable for any damage suffered to a Condominium Unit in the event the Association reasonably deems it necessary to enter a Condominium Unit by force.

14. **Maintenance of the Common Elements.** Any person subject to these rules who observes a condition within the Common Elements which requires Association maintenance should report that condition to the Property Manager during office hours. Any condition which requires emergency attention should be reported immediately.

a. Unsightly spills or accidents in the hallways, laundry, stairwells, or around the grounds of the building are the responsibility of the Unit Resident or Owner causing the problem. Brooms or vacuums, etc., may sometimes be obtained from the Property Manager, but if the Owner or renter notices a condition of this nature, they should take measures to clean up the area.

15. **Noise and Nuisances.** All persons subject to these rules and regulations shall respect the peace of their neighbors. In no event shall any such person play musical instruments, shout, or operate audio or other noise producing equipment which may be heard outside that person's unit between the hours of 10 p.m and 8 a.m. It is also required that any contracted labor on units cease at 10 p.m.

a. Persons moving furniture and/or belongings into or out of a unit must cease such activities between the hours of 10 p.m. and 8 a.m.

b. Between the hours of 10 p.m. and 8 a.m. residents are requested to open the front vestry door for guests and not use the entry buzzer, which may be heard outside the unit. The identity of the person should be checked at all times prior to admitting a person into the building.

c. Hours for use of the laundry room are between 8 a.m. and 10 p.m.

d. Voices should generally be kept down while in the stairwells, as loud talk disturbs residents in adjacent Units. We also request that doors in the hallways or to the

outside of the building, which often slam shut – or sometimes do not close properly – be held until closed completely and noiselessly as possible. Main building entrance and exit doors shall be firmly closed to assure safety to all residents. Please give special attention to this matter.

- e. Please do not leave laundry in washers/dryers for an extended period of time, causing inconvenience to other residents.

16. **Personal Property.** Any personal property which is left in any Common Element may be presumed abandoned at will and be disposed of after thirty (30) days by the Association at no liability to the Association.

17. **Safety Measures.** It is the responsibility of every Owner and Resident to maintain a safe and secure environment in and around the development. This shall include, but not be limited to, the following:

- a. Entry doors are to be kept locked at all times. If entry doors need to be kept open for moving objects in and out of the building, they should remain attended at all times. Doors should be locked again promptly when finished.
- b. Solicitors are NOT to be permitted entry to the building.
- c. Residents of the first floor Units particularly should keep blinds drawn after sundown and limit window openings so as to prevent easy access from outside the building.
- d. The laundry room should be kept locked at all times.
- e. Smoke alarms should be installed in each Condominium Unit by the Owners and should be kept in good working order as required by Denver County Fire Code. Residents hearing such alarms ringing should investigate the cause and immediately notify other residents and the Fire Department if actual fire is suspected. Fire extinguishers are located in the stairwells, if needed, but the first priority is to vacate the building if passageways are smoky or flames are visible.
- f. Suspicious activities in or near the development should be immediately reported to the Property Manager and/or Denver Police.
- g. If Owners or Renters install an alarm system in any unit, the Property Manager is to be notified and advised about the normal management of such systems should it be triggered when the resident is not home.

18. **Video Recording.** Security cameras and video recording (the “Camera System”) provide not only a deterrent to inappropriate behavior, but can also be used as a means of identification in the event of damage or criminal activity. In order to ensure that video recording is not abused or misused, the following are rules and restrictions governing the use and access of video equipment in the community.

- a. The Association does not warrant that the equipment will be functioning and recording 100% of the time. There will be times when the Camera System is down for maintenance, service, or repair. The Association reserves the right to discontinue the Camera System at any time.
- b. The Camera System should not be relied upon by Owners, residents, or their guests/family members for their personal security or safety, and all individuals must continue to take the same safety precautions they took prior to installation of the cameras.
- c. These rules governing the Camera System installed by the Association. The policy does not apply to personal surveillance equipment installed by residents within their own premises.
- d. Video recording equipment will only be placed in visible locations that allow the cameras to obtain the desired coverage, specific surveillance targets, and adequate lighting. Cameras will be positioned so as to not willfully intrude on any homeowner's property or privacy. Signage will be installed in obvious locations to notify people that the area is under video surveillance.
- e. Any on-premise maintenance by the service technician will be done in the presence of a member of the Board of Directors, Property Manager, or other authorized and designated agent.
- f. Access to Video Records:
 1. The images captured by the Camera System are stored on a hard drive storage device which shall be protected against theft and physical tampering. It will be kept in a locked area subject to access only by personnel as approved by the Board.
 2. The Camera System will use an in-house secure password protected network that includes firewall, anti-virus, and anti-malware protocols. The password will be changed regularly by the System Administrator identified by the Board.
 3. Access to live video feed and stored images on-site or via remote login will be restricted to designated Board Member(s) and management personnel as approved by the Board. A person will be designated as System Administrator. Periodic logins by authorized personnel will verify that all cameras are working and focused and that images are properly recording. Other logins may be for purposes of viewing contractor performance or investigating incidents. The Camera System software records all login activity and a report of recent activity is available upon request by the Board to the designated System Administrator.

4. As required for cooperation with law enforcement or insurance, the Board may approve sharing of video images or footage with appropriate outside parties or as may be required by a duly issued Court order. Only the System Administrator may download such image or video from the system hard drive upon approval from the Board, and attorney, if necessary. The recordings or images shall not be considered “association records” as defined by C.R.S. 38-33.3-317 and in no case shall images or video be shared with individual homeowners or residents. Storage of images or video for this purpose of approved sharing with outside parties is deemed temporary and upon submission to the outside party all temporary copies will be handled in accordance with their handling policies.
5. The Association has no desire or intention to retain video recordings except as required for investigations or evidence. In normal operating conditions, video surveillance footage will automatically be erased or overwritten by the recording device when capacity of the device has been exhausted.

19. **Window Air Conditioners.** Any air conditioners must be window-installed and will be permitted only in windows on the west side or north sides of the development, but NOT in the east or south-facing windows towards the streets.

20. **Signage.** Only one sign will be allowed on the property for the purpose of advertising a unit for sale. The sign is to read “Condominium for Sale. Contact Your Broker.” The sign is to be professionally painted, either black or brown lettering on white background, and may be two-sides. Only one sign will be permitted on the property for the purpose of advertising a unit for rent. The sign is to read, “Condominium for Rent,” and Phone number of the Association’s property management company or Owner. The Association’s property management will receive and forward all inquiries to the Owner of the unit for rent.

21. **Smoking in Common Areas.** Smoking in the common areas is prohibited. Residents may smoke within their respective units; however, if the smoke is unduly bothersome to neighbors, residents may be requested to make accommodations. Disposing of cigarette butts or other debris on the grounds of the building shall constitute a violation of the governing documents and fines may be imposed against the unit causing the problem in accordance with the Association’s Enforcement Policy.

22. **Storage Assignments.** Storage cages at 525 Jackson Street are limited common elements and are owned by the 525* Condominium Association. The Association’s Board of Managers has the sole authority to assign the exclusive right to use of a limited common element to an individual unit. However, assigned storage cages, and other

parts of the common or limited common elements, are not to be considered part of any owned unit. They may not be bought, sold, mortgaged, rented, or used for the monetary gain of an individual owner. In the interest of clarity and continuity, Owners should not switch their storage cage assignments without express consent of the Board of Managers.

- a. The Association does not warrant the security of Owners' personal property placed in storage cages. It is the Owners' responsibility to secure personal property within storage cages. Storage of personal property within storage cages is at the Owners' own risk.
- b. See Attachment, 525 Jackson Storage Assignments, incorporated herein by this reference.

23. **Additional Rules.** As provided by the Declaration, the Board may add to or change these rules and regulations from time to time as necessary for the safety, care, cleanliness and maintenance of the condominium development.