

## RULES AND REGULATIONS

### RIVERFRONT PARK ASSOCIATION

The following Rules and Regulations, except as otherwise expressly stated, apply to all Owners, tenants, families of Owners and tenants, lessees, employees, agents, invitees and guests with respect to the use of any portion of Riverfront Park. Defined terms not specifically defined in these Rules and Regulations shall have the meaning attached to such terms in the Declaration for Riverfront Park Association (the "Declaration").

In addition to the restrictions found in these Rules and Regulations, all or any portion of the Riverfront Park shall be further restricted in its use, density or design according to the provisions of the Declaration including Section 7, the PUD Plan, any supplemental declarations for Riverfront Park.

- 1) Use Limitations. All Residential Units may be used only for dwelling or lodging purposes, and typical residential activities incident thereto, in compliance with the PUD Plan and all applicable zoning regulations.
- 2) Maintenance of Riverfront Park. Units, except for any portion of the Riverfront Park then undergoing major construction, including all improvements on such portion of the Riverfront Park, shall be kept and maintained by the Owner thereof in a clean, safe, attractive and sightly condition and in good repair, and no trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any Unit or common area of a Project so that they are visible from, or are a nuisance in any way to, any neighboring Unit or any road.
- 3) No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Unit or the Common Area nor shall anything be done or placed on any Unit, the common area or common elements of any Project or the Common Area which is or may become a nuisance. As used herein, the term "noxious or offensive activity" shall not include any activities of an Owner, Declarant or their respective designees which are reasonably necessary to the development of and construction within Riverfront Park so long as such activities do not violate Association Documents or the statutes, rules or regulations of any governmental authority having jurisdiction with respect thereto and do not unreasonably interfere with any Owner's use of its Unit or with any Owner's ingress and egress to or from its Unit and a roadway. Further, the reasonable odors and noises associated with the commercial use of the Commercial Units and the reasonable odors and noises associated with the reasonable use of the Common Area shall not constitute noxious or offensive activity.

- 4) No Hazardous Activities. No activities shall be conducted on any Unit, the common area of any Project or the Common Area and no improvements constructed on any part of Riverfront Park which are or might be unsafe or hazardous to any person or property.
- 5) No Unsightliness. No unsightliness shall be permitted on any Unit or the common areas or common elements of any Project. Without limiting the generality of the foregoing:
  - a) All unsightly structures, facilities, equipment, objects and conditions shall be kept within an enclosed structure at all times;
  - b) Motor vehicles classed by manufacturer rating as exceeding three-quarter ton, mobile homes, travel trailers, tent trailers, trailers, trucks (except pickup trucks used for personal, and not commercial transport), snowmobiles, golf carts, boats, boat trailers, tractors, detached campers, camper shells, snow removal equipment and garden or maintenance equipment shall be kept in an enclosed structure at all times, except when in actual use;
  - c) Refuse, garbage and trash shall be kept in a covered container at all times and any such container shall be kept within an enclosed structure;
  - d) Service areas and facilities for hanging, drying or airing clothing or fabrics shall be kept within an enclosed structure;
  - e) Pipes for water, gas, sewer, drainage or other purposes, wires, cables, poles, antennas and other facilities for the transmission or reception of audio or visual signals or electricity, utility meters or other utility facilities, gas, oil, water or other tanks, and sewage disposal systems or devices shall be kept and maintained within an enclosed structure or below the surface of the ground, and satellite dishes shall be appropriately regulated by the Design Review Board as permitted by applicable law;
  - f) No lumber, grass, shrub or tree clippings or plant waste, compost, metals, bulk materials or scrap or refuse or trash or unused items of any kind shall be kept, stored or allowed to accumulate on any Unit or the common areas or common elements of any Project; and
  - g) All structures, including tennis courts, outdoor swimming pools, outdoor hot tubs or whirlpools, shall comply with the Design Guidelines and the PUD Plan as in effect from time to time.

The Design Review Board shall have the power to grant a variance from the provisions of this Section from time to time as it deems necessary or desirable.

- 6) Restriction on Signs. Except as otherwise provided in paragraphs 7.a, 7.b, 7.c and 18 below, no signs or advertising devices of any nature shall be erected or maintained on any Unit or Project or generally within Riverfront Park in such a manner as to be visible outside any Unit except signs approved by the Design Review Board, signs required by applicable law or legal proceedings, identification signs for work under construction (as approved by the Design Review Board), temporary signs to caution or warn of danger or the Association signs necessary or desirable to give directions or advise of rules or regulations and permitted signs identifying businesses located in the Commercial Units.
- 7) Balconies, Terraces, Stairways and Windows: Except as authorized in subparagraphs 7a, 7b and 7c below, the balconies, terraces, stairways and windows shall be used only for the purposed intended, and shall not be used for hanging flags, signs, banners, pull downs, fans, windsocks pennants, or posters; drying or hanging garments, cleaning and drying of rugs, or storing boxes or other objects. Doghouses, hammocks, patio enclosures, awnings, sunscreens and bicycles are not allowed on the balconies, terraces and stairways. Patio furniture shall be of a style and color which blends with the architectural character of the Projects and Riverfront Park generally.
- a) Owners may display the American flag on their property, in the windows of their units, or on their balcony if the display complies with the Federal Flag Code, 4 U.S.C. 4 to 10. The American flag may not exceed a size of 18 inches by 30 inches and if attached to a flagpole, the flagpole may not exceed a length of 5 feet and must be contained within the boundaries of the balcony.
- b) Owners may display a military service flag, with a star denoting the service of the unit owner or a member of the unit owner's immediate family in the active or reserve military service during a time of war or armed conflict. The service flag may be displayed on the inside of a window or the door of the owner's unit. The service flag may not exceed the size of nine (9) inches by sixteen (16) inches.
- c) Owners may display political signs on the inside of the window of their units no more than 90 days prior to Election Day and no longer than 15 days after an election. A political sign is defined as a sign that carries a message intended to influence the outcome of an election, including support or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue. Political signs are limited to window display and may not be placed on the common area, public right of way, and general common elements or limited common elements of Projects including doors, balconies, and exterior stairways. Political signs are limited to one per candidate per unit and one per candidate, recall of public official, or issue per unit. Political signs are limited to a

maximum size of 8 square feet and they cannot flash, blink, fluctuate or be animated.

- 8) Window Coverings: To ensure a consistent appearance for the Residential Units from the exterior of the individual Projects, only window coverings that are off-white in color, or are lined in off-white are allowed in the Residential Units.
- 9) Exterior Holiday Decoration: All exterior holiday decoration shall be restricted to comply with the Riverfront Park Holiday Decoration Policy as adopted and amended from time to time by the Riverfront Park Executive Board.
- 10) Lights, Sounds and Odors. All exterior lighting of improvements and grounds in Riverfront Park will be subject to regulation by the Design Review Board and the provisions of the PUD Plan. No light shall be emitted from any Unit or Project which is unreasonably bright or causes unreasonable glare or shines directly onto an adjacent Unit; no sound shall be emitted from any Unit or Project which is unreasonably loud or annoying; and no odor shall be emitted from any Unit or Project which is noxious or offensive to others. Notwithstanding the foregoing, both residential uses and commercial uses are contemplated within Riverfront Park, and any functions, activities and uses permitted under the PUD Plan, other zoning laws, or rules or regulations applicable to Riverfront Park are expressly allowed, subject to the restrictions set forth in this paragraph 10 and by any Project Association. Among the uses permitted are restaurant/bars, shops, outdoor cooking/dining and lodges and the reasonable odors and noises, amplified and un-amplified music, and vibrations deriving from any permitted facilities are expressly allowed; provided, however that no odor, noise, music or vibration shall have an unreasonable impact on any other Owner or such Owner's Guests or lessees. No rules and regulations shall be adopted which unfairly discriminate against any use permitted within a Project.
- 11) Restriction on Animals. No animals of any kind shall be raised, bred or kept on any Unit or Project except domestic cats, dogs or other household pets permitted by the Association (up to a maximum of two (2) such animals per Unit) so long as they are (i) maintained in accordance with the Declaration and any other Association Documents, and (ii) not a nuisance or kept, bred or maintained for any commercial purposes. No person shall allow any dog owned or controlled by such person to roam within Riverfront Park unattended. Dogs shall either be contained indoors or confined within the boundaries of a Unit in a manner approved by the Association and the Design Review Board. At all other times, dogs shall be on a leash and under the direct control and supervision of their owners. Dogs may not be left unattended or tethered in the common area or anywhere within Riverfront Park.
- 12) Restrictions on Parking. Parking of vehicles in Riverfront Park is permitted with respect to a Unit or Project only within parking spaces constructed with the prior approval of the Design Review Board and such parking shall be used only for the

parking of personal vehicles. The Association shall have the right to park any type of vehicle owned or used by the Association in Riverfront Park only within parking either built by Declarant or approved by the Design Review Board in such areas designated for such purpose by Declarant and the Association. Notwithstanding the foregoing, the Association may designate areas for off-street parking in Riverfront Park for the temporary parking of maintenance and delivery vehicles, for the sole purpose of assisting in a maintenance operation or to provide for the loading or unloading of such vehicles, or to accommodate special circumstances.

- 13) Restriction on Recreational Vehicles. No motorcycle, motorbike, snowmobile or other motorized recreational vehicle shall be operated within Riverfront Park, except for (i) licensed motorcycles and motorbikes that are driven on the roadways, and (ii) vehicular uses that are otherwise specifically permitted by the rules and regulations of the Association.
- 14) Restriction on Barbecue Grills: Barbecue grills and cookers are prohibited on balconies and terraces by City and County of Denver fire codes, with the exception of barbecues powered by electricity and barbecues with propane gas containers with a maximum capacity of one (1) pound (a one pound container is about the size of a football) and barbecues connected directly to natural gas lines. This code excludes patios and balconies serviced by open, exterior stairs.
- 15) Drainage Restriction. The flow of any surface drainage into any sewer system in Riverfront Park, except into storm sewers constructed for that purpose, is prohibited.
- 16) No Fences. No fences, walls, trees, landscaping or other barriers shall be permitted for the purpose of enclosing or demarcating any property boundaries except in accordance with the PUD Plan and then only with the prior written approval of the Design Review Board.
- 17) General Practices Prohibited. The following practices are prohibited in Riverfront Park: (i) removing any rock, plant material, top soil or similar items from any property of others; (ii) carrying loaded firearms on in Riverfront Park, except within private residences; (iii) using surface water for construction; and (iv) disposing carelessly of cigarettes and other flammable materials. Notwithstanding the foregoing, the removal of rock, plant material, top soil or similar items from Riverfront Park by Declarant or the Association pursuant to its easement rights shall be exempt from the application of this provision.
- 18) Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent (i) the exercise by Declarant of any special Declarant rights (as that term is defined in the Act); or (ii) the erection or maintenance by Declarant or its duly authorized agents, or temporary structures, trailers, improvements or signs necessary

or convenient to the development, marketing or sale of property within Riverfront Park.

- 19) Health, Safety and Welfare. In the event additional uses, activities and/or facilities are deemed by the Executive Board to be nuisances or to adversely affect the health, safety or welfare of Owners or members of the general public or the value of any Property, the Executive Board may adopt rules and regulations restricting or regulating the same pursuant to the terms and conditions of this Declaration.
- 20) Compliance with Law. In addition to the compliance requirements set forth herein no portion of Riverfront Park shall be used, occupied, altered, changed, improved or repaired except in compliance with all present and future laws, rules, requirements, orders, directions, ordinances and regulations of the United States of America, State of Colorado, City and County of Denver, and all other municipal, governmental or lawful authority whatsoever, affecting Riverfront Park or the improvements thereon or any part thereof, and of all their departments, bureaus and officials. Furthermore, no Owner shall release, discharge or emit from Riverfront Park or dispose of, or allow any person under such Owner's control or direction to release, discharge or emit from Riverfront Park or dispose of, any material on, above or under Riverfront Park that is designated as a pollutant or contaminant under any federal, state or local law, regulation or ordinance.


#### ENFORCEMENT AND HEARING PROCEDURES

- 1) Hearing Procedure. The Executive Board will not impose a fine, suspend voting, or suspend any rights of an Association member or other occupant of the Project for violations of rules and regulations or of the provisions of the Association unless and until the procedure below is followed:
- a. Demand. Written demand to cease and desist from the alleged violation will be served upon the alleged violator specifying:
    - i. the alleged violation;
    - ii. the action required to abate the violation; and
    - iii. a time period of not less than 10 days during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any additional similar violation may result in the imposition of a sanction after notice and hearing, if the violation is not continuing.

- b. Notice. At any time within 12 months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Executive Board or its delegate will serve the violator with written notice of a hearing to be held by the Executive Board. The notice will contain the following:
  - i. the nature of the alleged violation;
  - ii. the time and place of the hearing, which time will be not less than 10 days from the giving of the notice;
  - iii. an invitation to attend the hearing and produce any statement, evidence and witness on the Association member's behalf; and
  - iv. the proposed sanction to be imposed.
- c. Hearing. The hearing will be held pursuant to the notice, affording the Association member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction under these Bylaws, proof of notice and the invitation to be heard will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director or agent who delivered such notice. The notice requirement will be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. Written and oral evidence may be presented. The presenting party will provide copies of any written evidence to the other party or parties. The decision of the Executive Board will be final.
- d. Appeal. The Executive Board may in its discretion appoint a Hearing Committee to hear the matter. In such event the above procedure will apply except that either party may appeal the decision of the Hearing Committee to the Executive Board by written notice to the Hearing Committee, the other party and the Executive Board. The Executive Board will consider the minutes of the hearing and report the decision of the Executive Board within a reasonable period of time not exceeding 60 days after receipt of the notice. The decision of the Executive Board will be final.
- e. Notwithstanding anything herein to the contrary, judicial proceedings must be instituted before any nonconforming or violating items of construction can be altered or demolished.

- f. The foregoing procedures will not be necessary in order to impose any sanction or penalty for nonpayment of a delinquent Assessment.

THE ABOVE RULES AND REGULATIONS have been UNANIMOUSLY  
APPROVED by the Executive Board this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

  
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Mark Smith  
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Amy Fuller