

RULES AND REGULATIONS

ONE Riverfront Association

The following rules and regulations, except as otherwise expressly stated, apply to all Owners and their families, lessees, employees, agents, invitees and guests with respect to the use of the Condominium Units and any other portion of the ONE Riverfront Project. Defined terms not specifically defined in these Rules and Regulations shall have the meaning attached to such terms in the Condominium Declaration for ONE Riverfront Association.

These Rules and Regulations are established as a common baseline to protect the interests of all Unit Owners.

The Rules must be followed by Owners or the Owners representatives, guests or tenants unless specific written permission for a deviation is given by the Executive Board

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PARKING STRUCTURE, SIDEWALKS, AND DRIVEWAYS

1. Vehicles using the parking structure, driveways and ramp may not exceed a speed of five miles per hour.
2. No visitor parking spaces are provided on the premises. Guests may park only in spots deeded to the host.
3. Illegally parked vehicles and derelict vehicles will be towed at the vehicle Owner's expense with or without notice.
4. The charging of vehicles on condominium property without the prior written approval of the Board of Directors is prohibited.
5. The sidewalks, driveways and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Building.
6. No part of the Common Elements may be used for storage, vehicle repair, construction or for any purpose other than intended. Vehicle repairs other than emergency repairs to remove a vehicle from the premises are prohibited.
7. Bicycles may be brought up to the Units but only via the garage level and not the lobby. They may be stored in Units or at the front of the Unit Owner's deeded parking space so long as it does not cause your vehicle to impede traffic. Bicycles may not be stored on the Limited or General Common Elements including hallways and balconies.
8. Mopeds, motorcycles and other powered vehicles may not be stored or parked in Units, storage units, lobbies or other Limited or General Common Elements except at the front of an individual's assigned parking space as long as any vehicle that shares the space does not extend beyond the designated length or width of the parking space, and does not impede the ability to use the adjacent parking space(s).
9. Vehicles may not be cleaned or washed in the Units, parking garage, or on any Limited or General Common Elements.
10. Recreational vehicles including but not limited to boats, trailers, snowmobiles may be parked or stored on the premises provided that they are entirely in the Unit Owner's assigned parking space.

EXTERIOR WALLS, WINDOWS, WINDOW COVERINGS AND BALCONIES

- II. To ensure a consistent appearance for all Units from the exterior of the Buildings, the only interior window coverings permitted for any Unit are a form of covering that is white, horizontally opening, and of the nature of an Insulroll rolling shade, which must have a white appearance to the outside, and can be between 0% and 5% visibility, or blackout in nature. Curtains or draperies that do not meet this criteria and are visible from outside the Building(s) are prohibited. Some residents may wish to use valances in combination with shades or blinds. If so, the valances must be located above the shades or blinds so they are not visible from the exterior of the Building(s). Due to the prevalence of windows in the Buildings, in order to preserve the exterior design of the Building(s) as it relates to the rest of Riverfront Park, the Executive Board is not authorized to approve any deviation.
12. Patio umbrellas are allowed, so as long as they have no lettering or images, and are in keeping with the architectural design of the Building. Umbrellas must be properly weighted to avoid being moved by the wind. Umbrellas may not be permanently attached to the Building or rails and must fit entirely within the perimeter of the balcony.
13. Planters and flowers may not be hung from the balcony rails on the inside or outside of the balconies. Planters and flowers may sit on the floor of the balconies and should be heavy enough so the wind cannot blow or knock the planter over the railing on to the area below.
14. Barbecue grills and cookers 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) are allowed on balconies. Barbecue grills with a direct connection to the Building's natural gas system are also allowed, subject to Board approval. Grills powered by a source other than those specified above are prohibited by City and County of Denver fire codes and may not be used on balconies.
15. Any antenna, satellite dish or other wiring erected on the roof, balconies, or exterior walls of the Building without the prior written consent of the Executive Board is subject to being removed without notice or compensation.
16. Except as authorized by the Executive Board no holiday lighting of any kind may be affixed to the exterior of the Building. See the *Holiday Decorations* Rules and Regulations below.

INDIVIDUAL UNITS AND STORAGE AREAS

17. The Owner of each Unit in the Building shall heat such Unit so as to maintain a minimum temperature in the Unit of no less than 55 degrees Fahrenheit from October

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1st of each year to May 31st of the following year in order to minimize any damage which could result from the freezing of pipes, both individual and common, which pass near or through individual Units within the Building. This minimum heating requirement must be met even when the Unit is vacant.

18. The Association and its authorized representatives shall have the right to enter units as necessary or appropriate for the performance of the duties and functions which they are obligated or permitted to perform under the governing documents of the Association.
19. The *Managing Agent* may retain a pass key to each Unit within the Building. City regulations require the Knox Box key vault to have access keys to each Unit for fire department emergency access, in addition to the access granted to the *Managing Agent*. Therefore the Association must be notified of any and all locksmith work done within the Building. Should a Unit Owner not notify the Association and disturb the emergency access systems, the Unit Owner will be responsible for all expenses related to forced entry to their Units by either the Fire Department or the Association.
20. Smoking is allowed within the individual Units and the balcony space(s) associated with the Unit. Residents who smoke must keep their entry doors shut so as to not allow smoke to enter the Common Areas. Smoking is prohibited in the Common Areas inside and outside the Building including but not limited to the outside sidewalks, the common patio between the tower and the townhomes, driveways, parking areas, hallways, elevators, lobby, garages and storage areas. Cigarette butts and other smoking materials must be extinguished and properly disposed of before entering Common Areas.
21. Owners of Units may rent or lease their Units in conformity with local zoning laws, ordinances and regulations. Leases must be in writing and must state that the lease is subject to the provisions of the governing documents of the Association and that failure by lessee to comply with the terms of the Association governing documents will be considered a default under the lease. A copy of these Association Rules and Regulations must be attached to the lease and the Owner or Owner's agent must review the rules with the tenant at the time of lease signing. Owners must notify the Association of the primary contact and emergency phone number for the unit occupant and Owner and the duration of the tenancy.
22. Owners must notify the Association of their current name, phone number, mailing address, and if they have one, their e-mail address. Such information will be used for official Association communication only. This information will not be disclosed, sold, or given to third parties.
23. The storage of flammable or hazardous material that may unreasonably jeopardize the safety and welfare of any person or property is not permitted on or in individual Units or storage units of the Building.

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24. Those areas identified as "Storage L.C. E." on the Map may be used for customary storage activities in conformance with applicable law. If, in the judgment of the Executive Board, any item must be removed from the applicable are of the Common Elements, the Owner of said item shall be charged for the cost of such removal.
25. The Association is not responsible for the theft or damage of items stored in the Owners' storage units. The Association encourages Owners to store items off the ground so as to avoid damage from moisture that may at times flow or find its way into storage areas.
26. No person shall do or permit anything to be done within the Building, or bring or keep anything therein which would conflict with health and safety laws or with any insurance policy of the Association or with any rules and regulations of the Association or with any of the rules, regulations or ordinances of any governmental or quasi-governmental authority having jurisdiction over the Building.
27. Unit Owners shall not place a load on any floor exceeding the floor load per square foot area which the floor was designed to carry or which is allowed by law or which may constitute a hazard to or may damage the Building.
28. Unit Owner garbage and trash may be disposed of by placing the refuse in sealed trash bags and placing them in the Association's trash chutes located in the trash/utility access rooms located on each floor of the Building or in the common trash dumpster located inside the trash room. No hazardous materials including flammable or toxic materials, such as but not limited to, paint, stain, thinners, gasoline, and medical waste, may be placed in the Association trash chutes or trash dumpsters.

SIGNS, FLAGS AND POSTERS

29. Except as authorized in 28.a.through 28.c.i. below, the balconies, terraces, stairways and windows and other General and Limited Common Elements shall be used only for the pmposes intended, and shall not be used for hanging flags, signs, banners, pull downs, fans, windsocks, pennants, or posters; drying or hanging garments, cleaning of rugs, or storing other objects. Doghouses, hammocks, patio enclosures, awnings and bicycles are not allowed on balconies, terraces and common areas. Patio furniture and patio furniture coverings shall be of a style and color which blends with the architectural character of the Building.
30. 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.

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31. 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.
32. 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.
33. Political signs are limited to window display and may not be placed on General Common Elements or Limited Common Elements including doors, balconies, hallways, elevators, bulletin boards and public right of way. 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.
34. No sign, advertisement or other lettering shall be exhibited, inscribed, painted or affixed by any Owner or other person on any part of the outside or inside of the Common Elements of the Building, nor shall any advertisement, announcements, or solicitation of any kind be distributed or passed out in any part of the Building, without prior written consent of the Executive Board.
35. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of the Executive Board. Further, Owner acknowledges that all fireplace flues initially installed by Declarant were designed and installed with a glass louvered fireplace flue in order to preserve the exterior design of the Building. Any future fireplace installations requiring an exterior flue must utilize a flue that matches this design from the exterior.

NOISE AND DISTURBANCE OF OTHERS

36. No radios, stereos, speakers or any other apparatus may be used, nor shall any activity be conducted, in a manner that may be an unreasonable annoyance to other Owners, within any General Common Elements. Quiet hours are from 11:00 pm to 8:00 am.
37. No Unit Owner shall make or permit any disturbing noise within his Unit or on the Limited Common Elements by himself, his family, guests, invitees, employees, agents or lessees, nor do or permit to be done anything that does or may interfere with the rights, comforts or convenience of other Unit Owners or occupants. No amplified sounds of any nature may be emitted from any balcony, deck or terrace within or

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outside the Building, and no stereo or stereo speakers may be used on any such balcony, deck or terrace. Quiet hours are from 11:00 pm to 8:00 am.

38. Construction noise will only be allowed between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. No construction is allowed on weekends.
39. Pets are not permitted to run free outside of an Owner's Unit or on Common Elements at any time. When outside of a Unit, pets must be on leashes at all times when being walked by their Owners. All pets must be kept off the non-paved Common Elements at all times, including the ONE Riverfront turf park. Owners of pets must pick up the waste created by their pets immediately. Owners are responsible to prevent pets from damaging, or urinating on any landscaping, hallways, elevators, lobbies, Buildings, breezeways, columns or property owned by others. Pets may not be tethered to any of the Common Elements. Owners with dogs are responsible at all times for taking the steps necessary to assure that their dogs' barking does not disturb others.

REAL ESTATE SHOWING AND OPEN HOUSE PROCEDURES

40. Showing of units for sale or lease by Owners may be conducted at any hour as long as showings do not disturb other residents.
41. For sale signs, open house signs, for lease signs and other real estate transaction related signage are prohibited on the premises and in the windows of units except for a single letter sized sign provided by the Association posted next to the directory instructing guests to dial the specific unit to gain access.
42. Open houses must be monitored by the Owner or Owner's representative, all open house visitors must be escorted at all times, and security of the Building must be maintained at all times. Open houses are allowed between 10 AM and 4 PM on Saturday and Sunday only. Open houses, where the invited guests are other licensed real estate brokers but no buyers are invited, are allowed 7 days a week from 9 AM to 2PM.
43. The only approved location for real estate agent lockboxes is on the bar provided by the Association as designated from time to time. The Association accepts no liability for the misuse or damage of the lockboxes or the contents thereof. For security and liability reasons the Association has directed the Management Company not to allow access to real estate agents or brokers to the Building or to individual residences.

SECURITY

44. All visitors, tenants, guests and Owners need to be aware of security of the Building and not allow secure doors to be propped open, or to allow unknown people to enter

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the Building with them. Please refer all unknown visitors and contractors to the management office or ask them to use the electronic directory to obtain access. Report suspicious activity to 911 and any security related issues to the Management Company.

DELIVERIES

45. All deliveries and moving of furniture, fixtures, equipment and other household items to and from the Units shall be made by authorized entries and elevators only and shall not cause any unreasonable noise or unreasonable disturbance to the Owners or occupants of any other Units.
46. All deliveries and moves shall be conducted and completed between the hours of 8:00 a.m. and 5:30 p.m. with fully protected elevator cabs via the garage level lobbies only. In the interest of other residents the Association prefers that moves be done Monday through Friday. Please refer to subheading "Moving" for further details.

HOLIDAY DECORATIONS

1. Any lighting outside the unit must be white non-flashing lights only.
2. Any lighting inside the unit within 4 inches of an interior window must be white non-flashing lights only.
3. Lights attached to balcony or patio railings outside the Unit must be adequately secured to assure that they can withstand windy conditions. No other attachments are allowed on balcony or patio railings
4. Christmas trees are allowed on decks outside the Units but must be adequately weighted so that the wind does not take them away. No other standing holiday decorations are allowed on the balconies or patios.
5. No holiday decorations may be attached to the external walls of the balconies or patios.
6. Holiday wreathes are allowed on individual Unit doors. Garlands are allowed around individual Unit doors. All door decorations must be either artificial or dried, but not live. No nails may be used on front doors or door frames (suggestion: fishing line attached to wreath and small flat head nail attached on top of door).

7. Holiday decorations, whether displayed internally on the doors and door frames or externally on decks or patios, may be displayed from Thanksgiving Day through January 31 (same dates as the traditional City and County of Denver lighting).
8. Live Christmas trees carried into the Building should be wrapped or bagged when they are brought into the Building and wrapped or bagged when they are removed from the Building. Owners are responsible for cleaning up any needles dropped while transporting the tree through Common Areas. Live Christmas trees may be disposed of by taking them to a disposal area designated for that purpose each year by the Association. Under no circumstances can live Christmas trees be disposed of by placing them in Building trash rooms, trash chutes or dumpsters.

MOVING AND FURNITURE DELIVERY OR REMOVAL PROCEDURES

- I. Prior to moving furniture in or out of the Building, Owners and tenants are required to contact the Management Company to notify the Association of moving and delivery plans and to schedule a day and time for moving. All moves or deliveries of furniture in or out of the Building regardless of whether a moving or delivery company is used in the move must use a padded elevator. Owners and tenants will be required to make a reservation for the elevator with the Management Company at least 48 hours in advance of moving day.
2. The Association provides a "monitor" to help facilitate the moving process, pad the elevator, control the usage of the elevator, insure Building security, and help protect the Building common elements from damage. The moving fee is \$75, which provides up to 3 hours of monitor time. Should the move require more than 3 hours, a \$25/hour additional fee will be charged. In addition, at the time of the reservation, a damage and cleaning deposit of \$500 in the form of cash or a personal check will be required. The deposit will be returned within 10 days of moving less any necessary costs of repair or cleaning. Monitoring fees will be billed to the Owner or tenant subsequent to the completion of the move.
3. Moving and delivery hours are 8:00 am to 5:30 pm. In the interest of other residents, the Association prefers that moves be done Monday through Friday. The Association reserves the right to prohibit moves on holidays due to Management Company staffing issues and resident comfort.
4. Moves must be made via the garage level. No moves may be conducted through the main lobby. Moving trucks or other vehicles used in the move may be temporarily parked on the South side of the Building, in the driveway near the garage ramp.
5. When a moving company is used in the move, the Owner shall be required to provide the moving company's certificate of insurance for liability and workers'

compensation insurance to the management office prior to the commencement of work in the Building. The certificate shall name the Association and the Management Agent as additionally insured.

RENOVATION AND CONSTRUCTION RULES AND PROCEDURES

APPROVAL REQUIREMENT

- I. The following Projects (defined as any work, renovation, construction, modification or repair) require the approval of the Board:
 - a. any Project that affects the exterior of the building or any other Common Element (including but not limited to the common halls, lobbies, elevators, patios or balconies, exterior walls, or any Building mechanical, electrical, plumbing, communications, heating, air conditioning, ventilation, natural gas, structural or other system or component thereof (collectively and individually, a "Building System"));
 - b. any Project that affects any part of a Unit or any fixture, equipment, Building System or structure in a Unit other than as described in Paragraph 2 below;
 - c. any Project that takes or is expected to take more than two weeks to complete; and
 - d. any Project that requires a building permit whether or not it is described above.

By way of example and without limiting the generality of the foregoing, Board approval is thus required for any work that involves penetrating walls or pillars (other than small penetrations necessary to hang pictures or bookshelves); any plumbing (but not including minor repairs or changing of fixtures that do not require any adding to, moving, changing or removing any part of the existing plumbing system or other Building System); any electrical work that involves adding to, changing, removing or moving of wiring; any adding, moving or removal of walls or any part of a wall; any modifications to a Building System; any addition of any natural gas appliances or devices; and any work affecting ceilings, exterior doors, sub-flooring, windows or other Common Elements. If a Project is covered by both this Paragraph 1 and Paragraph 2 below, the Project requires the approval of the Board.

2. The following Projects generally do not require the approval of the Board but do require notification to the Management Company prior to the commencement of the Project:

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- a. most decorating and simple repairs that involve only surface treatments within the interior of a Unit, including painting, carpeting, or putting up book shelves that are attached to walls;
- b. changing or adding a light fixture as long as no adding, changing, moving or removing of any electrical wiring or other Building System is required;
- c. changing faucets, spouts and similar plumbing fixtures as long as no adding, changing, moving or removing of any plumbing or other Building System is required;
- d. replacing appliances with similar appliances as long as no adding, changing, moving or removing of any electrical, plumbing or other Building System is required; and
- e. emergency repairs to prevent or mitigate damage.

Prior to beginning any such Project, the Owner shall notify the Management Company about the Project. Such notification shall outline the general nature and scope of the Project and the schedule for beginning and completing the Project. The Owner shall also abide by all of the rules and procedures contained herein except for the requirement to obtain the approval of the Board, by such additional procedures as the Management Company may deem appropriate, and by all other applicable laws, rules, regulations and covenants. Notwithstanding this Paragraph 2, if a Project is covered by both this Paragraph 2 and Paragraph 1 above, the Project requires the approval of the Board. In addition, the Board may require the Owner to obtain the approval of the Board for any Project the Board, in its sole discretion, determines has the potential to have a significant adverse impact on the Building, Common Elements, or Unit Owners.

- 3. Owners may not begin any Project that requires the approval of the Board until the written approval of the Board is received. Owners may not begin any Project that requires notification to the Management Company until such notification has been given.

APPROVAL PROCESS

- 4. To initiate the approval process, an Owner (the "Project Owner") desiring to undertake a Project that requires the approval of the Board shall submit to the Board (by delivery to the Management Company) either, at the Project Owner's option, a Concept Approval Application or a Project Application (as such applications are described below). The Board will use good faith efforts to give an initial response to a Concept Approval Application or a Project Application within 20 days after submission, and to approve or disapprove either one in a timely fashion.

5. If the Project Owner elects to submit a Concept Approval Application to the Board, the Concept Approval Application shall outline the general nature and scope of the Project, but need not contain all of the information required in a Project Application. The purpose of a Concept Approval Application is to determine whether a Project might be approved following review of a complete Project Application, and to thus allow the Project Owner to obtain concept approval before submitting a complete Project Application. The Board's approval of a Concept Approval Application, however, does not give the Project Owner approval of the Project or the right to begin the Project, and does not bind the Board in any way to approve the Project. No approval shall be deemed given or earned until the Board has issued a written approval of a complete Project Application.
6. If a Project Owner has obtained conceptual approval from the Board of a Concept Approval Application, or if the Project Owner has elected not to submit a Concept Approval Application, the Owner seeking approval of a Project shall submit a Project Application to the Board. The Project Application shall be made on a form approved by the Board and supplied by the Management Company and shall include, among the other information described in the form:
 - a. A written description of the Project describing the exact nature and scope of the Project.
 - b. Appropriate, complete and clear drawings and plans for the Project to the extent necessary to adequately describe the exact nature and scope of the Project.
 - c. Sufficient information to adequately identify any structure, system, fixture, appliance or other installation involved in the Project, which may include without limitation manufacturer, model number, size and specification information (or a commitment to provide such information if and after the Board has conditionally approved the Project).
 - d. Projected start and completion dates for the Project, together with an explanation of the factors considered in determining that schedule (together with a commitment to provide more detailed scheduling information if and as requested by the Board).
 - e. The name and phone number of any contractors or subcontractors to be hired (or a commitment to provide such information if and after the Board has conditionally approved the Project).
 - f. Listing and copies of the contractor's and all subcontractors' certificates of insurance for liability and workers' compensation insurance (or a commitment to provide such information if and after the Board has conditionally approved the Project).

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- g. Listing and copies of any applicable licenses, permits and engineering drawings (or a commitment to provide such information if and after the Board has conditionally approved the Project).
 - h. Ingress and egress plans for tools, equipment, materials, rubbish, and personnel, as appropriate.
 - i. A signed agreement by the Owner and all contractors and subcontractors to abide by these Renovation and Construction Rules and Procedures (or a commitment to provide such agreement if and after the Board has conditionally approved the Project).
- 7. After reviewing the Project Application, the Board may contact the Project Owner to discuss the Project in more detail or to obtain additional information from the Project Owner. If so contacted, the Project Owner must meet with the Board and provide the additional information requested or the Project Application will be denied. Such additional information may include any information the Board deems appropriate in its sole discretion, whether or not such information is listed herein, including without limitation, drawings and plans for construction prepared by a qualified and licensed architect, engineer or designer, additional information about any contractor or subcontractor and their role in the Project, and additional clarification and specification of the schedule for the Project.
- 8. Depending on the complexity of a Project, the Board may request the assistance of an architect, an engineer or a construction manager to represent the Association in reviewing the Project Application or in inspecting the execution of the Project. The cost of these services shall be the responsibility of the Project Owner, but shall be disclosed and agreed to in writing by the Board and the Project Owner before the fees are incurred.
- 9. Once the Board has completed its review process, it will make a decision on whether to approve the Project either as is or as modified, and will notify the Owner of its decision in writing. Any such approval may be subject to such conditions as the Board in its sole discretion shall determine, including without limitation, requirements for a final set of Working Drawings marked "Approved for Construction" by a licensed architect or designer, a security deposit in such amount and form as the Board may determine as provided in Paragraph 64 below, a certificate of liability insurance naming the Association as a named insured and covering damage to any Unit or Common Element resulting from the Project, a signed agreement from the Owner to any conditions imposed by the Board, and the provision to and review by the Board of any additional information requested by the Board or required by these rules.

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10. If an approved Project is not commenced within ten days of the commencement date specified in the schedule for the Project approved by the Board, the approval shall be deemed withdrawn and the approval process must be commenced again.
- II. Any changes in a Project from the description and plan of that Project that were approved by the Board must be approved by the Board. The process for approval of any such changes shall be substantially similar to the process for the original approval. Work on such changes shall not be commenced until the written approval of the Board is received.
12. Upon completion of a Project, the Owner shall submit a signed letter to the Association stating that the Project has been completed in the manner approved by the Board. Such letter shall be placed in the involved Unit's file.
13. If the Board does not approve the Project, the Board will inform the Project Owner of the reasons for disapproval. A re-submittal of any plans or change in the scope of the Project may be made at that time.
14. The Board may, from time to time or on a continuous basis, form a committee of Owners, to assist in the approval process. The Board Members retain the final approval responsibility, however.
15. The Board may but shall not be obligated to request input from adjoining neighbors with respect to any Project that may have an impact on the use and enjoyment of their property. For this purpose "adjoining neighbor" means the Unit(s) sharing a common wall or floor/ceiling with the Unit in which the Project is being undertaken. Nevertheless, any neighbor's approval or disapproval of a Project is advisory only and is not binding in any way on the decision of the Board of Directors.
16. The Board shall have the right to disapprove any Project for any reason that the Board determines to be in the best interests of the Owners as a whole. Nevertheless, and without limiting the generality of the Board's authority, the Board's principal focus in approving or disapproving Projects will be on the effects the Project may have on the Building (including without limitation any Building System), the Common Elements, potential damage to either the Building or the Common Elements or to other Units, the architectural design and integrity of the Building, and the use, peace, tranquility, safety, quality of life, and enjoyment of the property for all of the Owners, and not on the interior aesthetics of the Project.
17. Unless the Board establishes a specific waiver, the Board will not knowingly approve any Project that is not in compliance with these rules and procedures and all other applicable laws, rules, regulations and covenants; provided, however, that if the Board determines, in its sole discretion, that it is in the best interests of the Owners, the Board shall have the right to waive and to grant variances from any of the rules and procedures provided for herein.

GENERAL CONSTRUCTION RULES

18. Project Owners and their contractors, subcontractors and agents shall abide by all of the rules and procedures contained herein, and by all other applicable laws, rules, regulations and covenants.
19. All Projects shall be pursued diligently and completed as rapidly as possible. All Projects that do not require the approval of the Board must be completed within two weeks after commencement. All Projects that require the approval of the Board must be completed within six months after commencement or such shorter time as may be provided for in the Board's approval of the Project.
20. All Projects shall be undertaken in a manner designed to protect the use, peace, tranquility, safety, quality of life, and enjoyment of the property for all of the Owners.
21. No Project shall be commenced or pursued until all required building permits have been obtained. Copies of all such permits shall be submitted to the Management Company and placed in the involved Unit's file prior to commencement of the Project. Upon completion of the Project, a copy of the sign-off by the Denver Building Inspection Department shall be submitted to the Association and placed in the involved Unit's file. Approval of a Project by the Board does not waive the necessity of obtaining required building permits, and obtaining building permits does not waive the need for Board approval of a Project.
22. Prior to the time that work on a Project begins, the Management Company shall post a lien waiver on the Project Owner's door or in the Project Owner's Unit or in such other location as the Management Company may determine, notifying all contractors and subcontractors that they cannot file a mechanic's lien against the Association or any property other than the Unit on which they are working. Regardless of whether the waiver is posted, the Project Owner shall be responsible for any and all expenses or legal fees incurred by the Association or any other Owner caused by liens or disputes in the payment process.
23. From time to time as requested by the Board or the Management Company, access to the Unit involved in a Project must be given to the Board, the Management Company and/or their representatives to inspect the execution of the Project. The Board or the Management Company will notify the contractor or the Project Owner prior to such inspection.
24. The Project Owner shall provide a copy of the contractor's certificate of insurance for liability and workers' compensation insurance to the Management Company prior to beginning any work in the Building. Such insurance must be acceptable to the Board. The certificate must name both the Association and the Management Company as additional insured.

25. The Project Owner is responsible for any and all damage that occurs as a result of that Owner's Project, whether caused by their actions or omissions or the actions or omissions of their contractors, subcontractors or agents, or otherwise. Repair of any damage to the Building or any Common Element shall be performed, at the Board's sole discretion, by the Project Owner's contractor or by a contractor chosen by the Board. Repair of any damage to any Unit shall be performed, at the sole discretion of the Owner whose Unit has been damaged, by the Project Owner's contractor or by a contractor chosen by the Owner whose Unit has been damaged. In all cases, the Project Owner shall be responsible for the cost of such repairs and for any other damage that occurs as a result of the Project. The Project Owner shall document any pre-existing damage to the Building or the Common Elements with the Management Company before the Project commences; otherwise the damage will be assumed to have occurred as a result of the Project. The Project Owner and the Project Owner's contractors and subcontractors shall, within 24 hours after occurrence or discovery, notify the Management Company of any damage that has occurred to the Building, another Unit or any Common Element as a result of that Owner's Project, and of the occurrence of any event or discovery of any situation related to the Project that might in the future cause damage to the Building, another Unit or any Common Element.
26. The Project Owner is responsible for the acts and omissions of the Project Owner's contractors, subcontractors and agents.
27. Appropriate supervision (for example, by the Project Owner or a supervisor for the Project Owner's contractor) must be present in the involved Unit at all times when work is being performed.
28. Contractors in violation of any of these rules or any provisions of the Board's approval of a Project may be barred from the Building.
29. No work on any Project shall be performed during the Thanksgiving holiday (defined as Thanksgiving and the Friday, Saturday and Sunday immediately following Thanksgiving) or during the period from December 10 through January 3.
30. If another Owner is having an "event" such as a luncheon, dinner or other gathering, then the Management Company will have the right to require that no work occur during that time. Because it would not be practicable for a Project Owner to stop work frequently for this purpose, it is anticipated that work stoppage orders under this Paragraph will be invoked infrequently. If the Management Company orders a work stoppage under this Paragraph, the Project Owner may appeal such order to the Board, and the Board will have the right to deny the work stoppage order in its sole discretion.
31. The Board shall have the right to stop all work on a Project in the event of violation of these Renovation and Construction Rules and Procedures or in the event of repeated occurrences of damage caused in the execution of the Project. Upon the

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issuance of any such stop order, work shall stop immediately and shall not recommence until the Board gives its written approval. Such approval shall be given only upon the Board being satisfied that the Project Owner has taken such steps as may be necessary to prevent the reoccurrence of the rules violation or repeated damage.

SPECIFIC CONSTRUCTION RULES

32. Project Owners will take reasonable steps to minimize all noise from a Project. In addition, a representative of the Project Owner will meet with the Management Company at least weekly to review the work anticipated to be performed that week and to discuss the schedule for the Project. If the Management Company believes that any of such work could reasonably be anticipated to be sufficiently noisy to significantly disturb other Owners, the Project Owner will schedule that work to be performed at a particular time (as agreed between the Project Owner and the Management Company). The Management Company will then notify other Owners of that schedule.
33. Project Owners will be especially diligent to keep the hallways, elevators and lobby clean, and to keep all construction dirt, dust and debris confined to the involved Unit. These steps might include, for example, wearing booties or hanging plastic sheeting. Upon request from the Board, the Project Owner will present the Board with a description of the specific measures to be taken in this regard.
34. Any work done on any Building System (including without limitation, mechanical, electrical, plumbing, structural or other systems or their components) may only be done by a licensed contractor.
35. Owners and contractors are prohibited at all times from moving, painting, or otherwise tampering with the fire alarm system and fire sprinkler system. If it is necessary in the course of a Project to take such systems off-line, the Project Owner and/or the Project Owner's contractor will contact the Management Company prior to taking such systems off-line. Appropriate charges will be billed to the Project Owner for the Management Company's participation in fire alarm and sprinkler system monitoring assistance. The smoke detector must be covered with plastic and taped to the ceiling prior to painting, sanding, cutting tile or granite, etc., as failure to do this can set off fire alarms.
36. Work hours for contractors and/or Owners are limited to 8:00am-5:00pm Monday through Friday.
37. For security reasons, any contractor or worker who requires access to the Building must leave proper identification with the Management Company.

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38. Building materials, personnel, tools and equipment are to be transported to the Unit via the garage doors and garage lobby, not the main lobby. To protect the Building elevators from damage, they must be padded when such materials, tools and equipment are transported. Project Owners are responsible for contacting the Management Company to schedule the use of the elevator and to arrange for padding well in advance of materials, tools and equipment being transported. Failure to obtain a confirmed reservation may result in significant delay in obtaining access to the elevator. Unnecessary or excessive reservations are not permitted. The Project Owner will be responsible for paying all costs associated with padding the elevators and any supervision or observation of the use of the elevators.
39. Storage of materials, equipment or furniture on balconies is prohibited.
40. Materials, tools and equipment may not be stored in the common areas, including but not limited to the driveways, garage, hallways, trashroom and lobby, at any time.
41. Carpet installers are not allowed to cut carpet on any of the common areas.
42. When installing new shower faucets, the faucet must have screwdriver type shutoff valves located on the hot and cold water side of the valves or installed next to the shower, for purposes of repairs to the valves. These valves must be accessible by removing the escutcheon plate or from an access panel next to the shower.
43. Unit doors must be kept closed during the construction process. If any process involves the use of materials that emit noxious or toxic odors, steps must be taken to vent them out of the Building and/or otherwise absorb and contain such odors so they do not infiltrate other Units or common areas.
44. Any replacement of existing carpet and pad with new carpet and pad must have the same or better sound-deadening quality of the existing carpet and pad. The installation of any floor covering other than carpet, including but not limited to granite, marble, slate, tile, wood or simulated wood flooring, may only be done over an adequate sound-deadening underlay of a type and quality approved by the Board. Copies of product specification sheets verifying the S.T.C. and I.T.C. values of the materials to be utilized for underlayment shall be provided to the Board as part of the Project Application and for inclusion in the affected Unit's alteration file.
45. Penetrating, chipping, grooving or otherwise adversely impacting any concrete is prohibited (except for the normal installation of standard carpet tack strips).
46. Penetration of floors and concrete ceilings is prohibited.
47. Moving plumbing or electrical components in a manner that would require the movement of or change in any plumbing or electrical Common Element is prohibited.

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48. Penetration offirewalls is prohibited.
49. Reduction of the sound insulating properties of walls adjacent to other Units is prohibited.
50. Penetration of exterior walls is prohibited.
51. Penetration of party walls is prohibited.
52. The use of jackhammers or similar equipment is prohibited.
53. The maximum time for any water shutoffrequired for a Project will be four hours.
54. When cutting or otherwise working with materials on a balcony, Project Owners and contractors must ensure that no debris from such activity can fall onto the balconies or ground below.
55. Delivery vehicles may be staged temporarily outside the garage, in the loading zone in the private drive adjacent to the ONE Riverfront Tower to facilitate the loading and unloading of materials, tools and equipment through the garage.
56. There is no contractor or guest parking allowed on the premises except for the parking spaces assigned to the Project Owner.
57. To protect the common area hallway carpets, prior to the start of work each morning, plastic sheeting/runners must be laid in the common area hallway from the Unit door to the designated elevator. The plastic sheeting/runners must remain down at all times when workers are working in the Unit. The plastic sheeting/runners must be rolled up and removed each day prior to the contractor(s) leaving at 5:00p.m.
58. The Project Owner and contractor shall take precautions to protect the hallway, lobby and elevator walls and carpets.
59. The Project Owner and contractor shall clean common areas daily at the completion of work each day, including without limitation all involved hallways, garage, elevator, lobby or other common areas. However, any dirt, sawdust, or other material tracked or spilled in an elevator, hallway or lobby must be cleaned up immediately.
60. The Building's carts may not be used to transport materials, tools or equipment. Contactors must supply their own cmts.
61. Building trash chutes and trash receptacles are not to be used for disposing of construction debris. All such debris is to be removed from the premises by the Project Owner or contractor on a daily basis.

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62. All Building entrance doors and garage doors must be kept shut and locked when not in use. Doors may not be propped open and left unmonitored at any time. Appropriate charges will be billed to the Project Owner for the Management Company's participation in door monitoring assistance.

SECURITY DEPOSITS, COSTS, FEES AND FINES

63. If an Owner commences a Project that requires the written approval of the Board without such written approval, the Board may impose a fine for each such occurrence and require the Owner to restore the structure to its original condition. Unless the Board determines that a lesser fine is appropriate, the fine that may be imposed by the Board will be \$5,000 per occurrence. If the Board requires the Owner to restore the structure to its original condition, such restoration shall be performed, at the Board's sole discretion, by the Project Owner's contractor or by a contractor chosen by the Board. In either case, the Project Owner shall be responsible for the cost of such restoration.
64. As a condition to its approval of a Project, the Board may require the Project Owner to post a security deposit to assure that any damage or fines that result from the Project will be paid. Unless the Board determines that a lesser security deposit is appropriate, such security deposit will be the greater of \$1,000 or 10% of the estimated cost of the Project. Upon completion of the Project without any damage or fines, such security deposit shall be promptly returned to the Project Owner. If damage does occur or if any fines are imposed as a result of the Project, the Board may apply the security deposit to the payment of such damage, whether to the Association or to an individual Unit Owner, or the payment of such fines, and may require the Project Owner to deposit additional funds to maintain the original security deposit. The Board's application of such security deposit shall not, however, release the Project Owner from liability for all such damage and fines.
65. The Project Owner shall pay the standard cost of any employees or representatives of the Management Company for their time spent reviewing, inspecting and dealing with the Project.
66. The first water shutoff required for a Project will cost the Project Owner \$75. Subsequent water shut offs will be at a cost of \$100 per shutoff.
67. If a Project is not completed by the date set forth in the Board's approval of the Project (or within two weeks after commencement for Projects that do not require Board approval), the Board may fine the Project Owner on a daily basis until the Project is completed and/or may require the Project Owner to stop the Project. The fine that may be imposed by the Board will be \$100 per day during the first week that the Project is beyond schedule, \$200 per day during the second week that the Project is beyond schedule, and \$400 per day thereafter.

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68. If the Project Owner or its contractors, subcontractors or agents set off a fire alarm, the Board may fine the Project Owner for each such occurrence. Unless the Board determines that a lesser fine is appropriate, the fine that may be imposed by the Board will be \$100 for the first occurrence and \$500 for each additional occurrence..
69. If a Project causes repeated damage in the Building (other than damage limited solely to the Unit in which the Project is being undertaken), the Board may fine the Project Owner for each such repeated occurrence of damage; provided, however, that the Board may not impose such a fine unless the Board has given the Project Owner notice of its intent to do so upon the occurrence of any damage subsequent to the giving of the notice. Unless the Board determines that a lesser fine is appropriate, the fine that may be imposed by the Board will be \$5,000 per occurrence.
70. If the Project Owner or its contractors, subcontractors or agents violate any of these Renovation and Construction Rules and Procedures, the Board may fine the Project Owner for each such occurrence and/or for each day that the violation is ongoing. Unless the Board determines that a lesser fine is appropriate, the fine that may be imposed by the Board will be \$100 per occurrence and/or per day or as otherwise set forth elsewhere herein. In addition, the Board may require the Project Owner to stop work on the Project until the violation is cured and may bar the Project Owner's contractors, subcontractors and agents from the Building.
71. The fines set forth in these Renovation and Construction Rules and Procedures take precedence over any conflicting language in the Rules Violation and Hearing Procedures section of these Rules and Regulations. Such fines may be imposed only after any legally required notice and opportunity for a hearing has been given. Any fine imposed shall be due and payable on the first day of the month following imposition of the fine and shall be classified as an assessment against the Project Owner. If any fine is not paid when due, such fine shall be collectible through the applicable process for collecting assessments due from Owners and shall bear late payment charges and interest in the same manner as other assessments due from Owners.

WAIVER OF LIABILITY

72. By filing a Concept Approval Application or a Project Application, or by commencing a Project, a Project Owner shall be deemed to have waived any liability on the part of the Association, the Board, the members of the Board, the Management Company and any employees or representatives of the Management Company for any acts or omissions of any of them related to that Owner's Project, except for willful misconduct. Without limiting the generality of the preceding sentence, neither the Board, any member of the Board, the Management Company nor any employee or representative of the Management Company shall be liable or responsible in any way for the disapproval of a Project or any defect in the plans for or work performed on a Project.

RULES VIOLATION AND HEARING PROCEDURES

1. All Owners and tenants of the ONE Riverfront Association are obligated to be aware of and follow all of the Rules and Regulations and Architectural Control and Unit Renovation Processes that the Associations' Board may from time to time adopt.
2. In cases where Owners and tenants choose not to follow such Rules and Regulations and Board approved Architectural Control or Unit Renovation Processes, the Board is authorized by the governing documents of the Association to enforce the rules, processes and procedures. Enforcement may include monetary penalties or suspension of Owner rights granted under the governing documents of the Association.
3. However, the 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
 - b. Abatement period- if the violation is ongoing or continuing, a time period of not less than 10 days during which the violation may be abated without further sanction; or

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- c. First warning - if the violation is not ongoing or continuing, a statement that any additional similar violation may result in the imposition of a sanction after notice and hearing. Should the Board and/or Managing Agent, in its sole discretion, deem the violation of sufficient severity to warrant a fine, the Board and/or Managing Agent may elect to impose a fine without an abatement period.
- d. Notice. At any time within 12 months of such demand, if the violation continues past the abatement period 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.
- e. 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.
- f. 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

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days after receipt of the notice. The decision of the Executive Board will be final.

4. Notwithstanding anything herein to the contrary, judicial proceedings must be instituted before any nonconforming or violating items of construction can be altered or demolished.
5. The foregoing procedures will not be necessary in order to impose any sanction or penalty for nonpayment of a delinquent Assessment.
6. The following fine schedule of fines applies to violations of the Declaration, Bylaws and/or Rules and Regulations:
 - a. Architectural Violations. Violations of architectural rules and the architectural review process which continue continuously for a period of time:
 - i. \$50.00 per day beyond the abatement period outlined in section 3(b) for all completed projects that were not approved, or not completed to the specifications that were approved.
 - ii. \$100.00 per day, starting 24-hours after posting of a letter on the Unit Owner's door, with certificate of delivery signed by the Board's agent, should a non-approved construction project be continuing, until such time the construction project is temporarily paused, thus allowing the Board time to approve the change and insure the Unit Owner obtained the proper permits and certificates of insurance are on file.
 - b. All other violations. Violations of the same nature which occur one time or several times with a period of time in between violations
 - i. No fine for the first violation; unless an immediate sanction is imposed at the sole discretion of the Board and/or Managing Agent with no abatement period;
 - ii. \$100.00 for the second violation of the same nature.
 - iii. \$200.00 for the third violation of the same nature.
 - iv. \$100.00 will be added to the amount of the previous fine for the fourth and each subsequent violation of the same nature.
7. In addition to imposing fines as specified above, the Board may take action to recover expenses incurred by the Association to correct damages to Common Elements and Units that resulted from an Owners or tenant's violation of the Declaration, By-Laws Policies & Procedures and/or Rules and Regulations.

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Examples of such expenses that may be billed back to Owners include, but are not limited to:

- a. Repairing damages to elevator cabs that may occur when non-padded elevators are used during a delivery or a move.
- b. Replacing art work or other artifact that may disappear or be damaged as a result of the actions of rowdy guests.
- c. Cleaning up after a pet that is allowed to urinate or defecate on any portion of a Common area including but not limited to carpets, elevators, posts or walls near the front lobby doors, etc.
- d. Repairing damage to the garage door.

**THE ABOVE RULES AND REGULATIONS have been UNANIMOUSLY
APPROVED by the Executive Board this 21st day of July, 2012.**

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[Handwritten signatures]