

RESOLUTION
OF
SAINT LUKES LOFTS HOMEOWNERS ASSOCIATION, INC.

SUBJECT: Clarification of the allocation of maintenance responsibility and replacement responsibilities for primary interior entrance doors to individual lofts from inside the building and for exterior sidewalk entrance gates to lofts #115, #116, #201 and #211.

PURPOSE: To provide notice of the Association's adoption of a Resolution clarifying maintenance and replacement responsibilities as stated above.

AUTHORITY: The Saint Lukes Lofts Homeowners Association Declaration of Covenants, Conditions and Restrictions.

DATE: Adopted by the Saint Lukes Lofts Homeowners Association Board of Directors on June 22, 2009.

NOTICE: The Board of Directors adopts the following Resolution which becomes an attachment to the Association's Rules and Regulations:

MAINTENANCE: Owners will be responsible for the maintenance, repair and replacement of all hardware including, but not limited to, handles, closures, locks, latches, hinges, and thresholds for primary interior entrance doors and exterior sidewalk entrance gates described in the SUBJECT of this resolution. Changes made to said hardware must be in compliance with the Association's Rules and Regulations and Declaration of Covenants.

REPLACEMENT: The Association will be responsible for the replacement of the actual doors and gates described in the SUBJECT of this resolution, provided that replacement is required due to normal wear and tear. Replacement required as a result of damage caused by the unit owner, the unit owner's tenants, or the unit owner's or tenant's guests will be the responsibility of the unit owner.

Saint Lukes Lofts Homeowners Association, Inc.
A Colorado nonprofit corporation

BY: 

Christopher Clark, President
Board of Directors

**SAINT LUKES LOFTS CONDOMINIUM ASSOCIATION
HOUSE RULES: EFFECTIVE FEBRUARY 2009**

**Saint Lukes Lofts
1860 Washington Street
Denver, CO 80203**

The intent of the House Rules of the SLL HOA (the Board of Directors) is to promote and encourage common sense and courtesy in its residents' actions and attitudes. The House Rules are not intended to limit reasonable conduct, but rather to protect our common interest in the property, to provide an avenue of relief for problems, and to serve as guidelines for a harmonious community. The House Rules are designed to assure a minimum of regulatory intrusion into the lives of us who have chosen to live here. It is very important that in a community such as ours that each resident do his/her share to protect the rights of all other owners and residents. All residents should be able to enjoy a safe, quiet and peaceful home.

1. MOVE IN/OUT AND USE OF COMMON ELEMENTS

A move is defined as the moving in or out of all or a major portion of the household effects of a unit. The following provisions will apply whenever moving in or out as the result of a purchase or sale, a lease or subsequent moves that don't involve a purchase or sale or lease, such as the moving in or out of a house mate, spouse, significant other, etc. *Violation of any provisions set forth in section 1 of these House Rules is cause for an immediate fine of \$300.00*

Moving is one of the most stressful and inconveniencing events that regularly occurs in the building, both for the party moving and other residents. The following are intended to ensure that moves take place in a safe, predictable and organized manner with as little **a)** damage to the building's common elements, and **b)** inconvenience to other residents.

Prior to any moving activity taking place, the party moving in/out must schedule a move with the property manager. In addition, a \$300.00 inspection, damage and security deposit will be required. With the exception of non-refundable charges for pre- and post-move walk-through inspections (\$75 total for move-in and move-out inspections) with the property manager, the deposit is fully refundable if all provisions here are adhered to and there is no damage to the building's common elements resulting from the move. The property manager will return the balance of the deposit after the post move inspection.

If it is determined by the property manager that there were damages resulting from a move, the cost of the quantifiable damages (along with any fines levied by the Board) will be deducted from the deposit. If it is determined by the property manager that the party moving failed to adhere to any provisions here, then the party moving will be assessed a \$300.00 fine and will be additionally liable for any damages to the building's common elements.

In the event that the \$300.00 deposit does not cover the amount of the damages or fines, the Board shall use all recourse provided in the governing documents and existing laws in order to collect the cost of the additional damages, fines and any legal and collection costs.

MOVES WILL BE SCHEDULED ON A FIRST COME, FIRST SERVED BASIS. SIMULTANEOUS MOVES (e.g. more than one move in/out per calendar day) WILL NOT BE ALLOWED. Please **plan ahead**. The property manager will try to respond to all move requests promptly. Several days may be needed to schedule a pre- or post-move appointment. The property manager will not perform pre- or post-move appointments on weekends and legal holidays.

In the case of a sale, the party moving or their designee must attend pre-move appointments. In the case of a rental or "other" move (house mate, spouse, significant other, etc.), appointments must be attended by the owner of the unit or their designee. All pre- and post-move appointments will be at Saint Lukes and the property manager will provide the residents moving with the information they will need to comply with these provisions.

At the pre-move appointment the property manager will:

- Perform a walk-through inspection of the building's common elements with the resident moving to make note of any existing damage.
- Provide the moving resident with a key and instructions for using the elevator during the move, along with where to find and install protective pads for the elevator.
- Instruct the moving resident on where to park moving vans and other vehicles used in making the move.
- Instruct the moving resident on the procedure for using and manning any exterior building doors during the move.
- Instruct the moving resident on how/where to dispose of trash resulting from the move.

After a move has been completed, the moving resident must schedule a post-move appointment with the property manager. If the moving resident is certain when their move will be completed, it is recommended that the post-move appointment be scheduled at the pre-move appointment.

At the post-move appointment the property manager will:

- Perform a walk-through inspection of the building's common elements with the moving resident to make note of any damage caused by the move.
- Collect the elevator key and make sure that the elevator pads have been returned/stored properly.

Residents may, on occasion, have new furnishings and appliances, etc., delivered or removed. When these events don't require more than the brief use of the elevator, no deposit or advance scheduling is required.

All residents have a right to expect that they live in a secure environment and that their security will not be compromised as the result of a move. Except for units 115 and 116, all moves should utilize the front entry door and the elevator. The following apply to all moves:

- Do not prop open the front doors and leave them unattended between loads. Whenever the lobby doors are kept open for transporting belongings in or out, someone from the moving party must be in the lobby.
- Keep the door between the lobby and the garage closed and do not prop open any other doors to the building.

The building has one elevator to service 39 condominium units. During moves it must remain available for the other residents to use as much as possible. The following apply to all moves:

- Before calling for and taking the elevator out of service, a full load must be staged near the elevator door and be ready to be promptly loaded.
- When unloading the elevator, the contents must be unloaded onto the landing outside the elevator and then the elevator must be freed for use by other residents.

Moves generate large amounts of trash that often overwhelm the capacity of the dumpster in the trash room. When dumping trash, the moving party should make all efforts to compact trash as much as possible. Do not stuff the trash room to the point where the door cannot be easily opened/closed. If necessary, contact the property manager to arrange for an extra trash pick-up.

In the process of moving, the moving resident is expected to be respectful of the other residents and not:

- Impede access to other condominium units, stairs, the elevator, the garage or any exits.
- Conduct moving operations before 7 a.m. or after 10 p.m.
- Allow movers or other helpers to have free access to the garage (except for moving belongings to or from a garage storage unit) or other areas of the building not involved in the move.
- Allow stereos or other similar devices to be played in the common areas.
- Allow conduct that is disruptive, dangerous or that unnecessarily interferes with the other residents' right to the quiet enjoyment of their units.
- Violate any other applicable covenants in the process of moving.

2. VEHICLE PARKING RESTRICTIONS

Common element and limited common element parking spaces are restricted as use for parking of operable passenger motor vehicles. Motorcycles, motor scooters, bicycles and/or other personal conveyances must be parked within the owner's parking spaces. On request and depending on availability, additional spaces to park motor scooters and/or motorcycles are available to lease from the SLL HOA.

In no case should any vehicle in either the garage or visitor parking block access to the garage, other unit parking spaces, or pedestrian walkways.

A. VISITOR PARKING

Visitor parking is reserved for the occasional use of guests, visitors or service people of residents. Owners, residents, guests and tradespeople may not use visitor parking on a routine basis. Vehicles in violation may be subject to removal with such cost assessed to the unit owner.

B. MAINTENANCE

Each owner or occupant is responsible for maintaining his/her parking space(s) free of automotive fluids/waste (e.g. oil/fluid drips, debris, etc.). Each owner or occupant is responsible for maintaining his/her parking space(s) in a general state of cleanliness and order. If during regular cleaning of the garage an owner's space requires additional cleaning, the owner may be assessed a charge.

General routine maintenance/upkeep on a vehicle in any of the parking areas is permitted (excluding exterior vehicle washing, which is prohibited). Any debris from any of these activities is to be promptly removed.

3. COMMON ELEMENTS

Common drives, walks, corridors, stairways, roofs, exterior unit door surfaces, interior/exterior walls, and other general common elements shall be used exclusively for the normal transit and no obstructions and/or decorations or other items shall be placed thereon or therein except by express written consent of the Board.

- Any use of the common areas for meetings or social events requires prior Board approval.
- Individual exterior unit door surfaces may only be decorated with non-permanent holiday decorations.
- Doormats in the common hallways are not permitted.
- At the discretion of the Board, the Board may allow holiday decorations to be placed in the common elements and/or limited common elements.
- Lock boxes used in the course of offering a unit for sale or for personal use may only be placed in the closet located on the second floor. To avoid removal by the Board, lock boxes in this area must be registered with the management company.

A. ROOFTOP DECK RULES

- Access to and use of the rooftop is limited to the fenced area except for maintenance activities.
- Owners are responsible for their guests' use of the deck. Non-resident owners are responsible for their tenants and tenants' guests' use of the deck.
- There is no smoking on the rooftop deck in order to comply with the Denver Fire Code.
- No glass is allowed.
- No pets are allowed.
- Any deck furniture brought to the deck must be removed from the deck after each visit.
- Objects cannot be thrown from the deck.
- All litter, (plastic bottles, snack wrappers, etc.,) must be removed from the deck after each visit.
- Common courtesy dictates quiet conversations and that any music is kept at a moderate sound level. The use of the deck should be contained to moderate sound levels.
- No overnight sleeping on the deck.
- Minors must be accompanied by an adult when using the deck.
- Quiet hours are from 10:00 p.m. to 7:00 a.m., as per Denver City Ordinance.
- No barbecue grills, open flames, or fireworks are permitted on the deck.
- Persons in non-compliance with these rooftop deck rules will be subject to Section 10. Enforcement/Fine Schedule/Due Process. However, the Notice to Comply will be bypassed and proceed directly to the monetary fine schedule.

4. BALCONIES AND PATIOS

Personal property on balconies or patios should be limited to patio furniture, plantings, approved barbeque grills according to Denver Fire Code. Charcoal grills and large propane tanks are prohibited. Only one-pound propane containers are allowed and electric and natural gas grills are allowed. Any items which may create a hazard (e.g. in the event of severe wind and/or weather) must be weighted.

A. MAINTENANCE

Each owner/occupant must maintain individual balconies/patios in a state of general neatness and cleanliness.

B. PLANTINGS

Each unit may put containerized plants and shrubs on balconies/patios so long as such plants do not obstruct the view of any other resident. Containers may not be higher than the balcony or patio railings and should be of a type that minimizes discharge of soil and water.

C. HANGING ITEMS

Lightweight hanging items such as windsocks, flower baskets, wind chimes must be within the perimeter of the balcony or patio, be securely fastened, and not pose imposition to other units (e.g. noise, view, etc.). Units on the second floor and Units 115 and 116 may affix such items on the outside perimeter of railings (due to no units being below second floor units and units 115 and 116). Any damage caused by such items is the sole responsibility of the unit owner.

D. PERSONAL PROPERTY

Any storage of personal property, other than items detailed above, may not be stored on balconies or patios. The Board reserves the right to require removal of any such item.

5. UNIT INTERIOR ALTERATIONS

The owner must inform the Board via submission in writing to the managing agent of any remodeling or construction work to be done in their unit which requires the use of the common elements for workspace and/or material transport. Unit owner or occupant may not make any modifications or alterations to the unit that might adversely affect the structural integrity or sound transmission or the mechanical or electrical systems or diminish in any way, the viability or remaining useful life of any portion of the unit. Additionally, no Owner or occupant shall undertake any structural alterations or any other work in a unit which would jeopardize the soundness or safety of the building or impair an easement (to water and electrical utility lines that are common elements) without having first obtained the written approval of the Board. Any work must conform to applicable building codes, permits and inspection guidelines.

A. BOARD APPROVAL

Alterations meeting the above provisions may not begin without written Board approval. The Board will provide written status regarding the request within 90 days of the first Board meeting where the proposal is received from the managing agent. Plans and specifications may be required for review. Depending upon the scope of the work (and at the discretion of the Board) a security deposit to cover any "moving in/out" damages may be required (see Section 1 of these House Rules).

- Tools, equipment, and materials to be used during the course of remodeling or construction must be stored within the unit and not the common elements.
- The unit owner is responsible for any clean up and/or damage to common elements. Expenses related to these matters will be charged to the unit owner.
- The contractor or owners must dispose of all combustible petroleum or other environmentally hazardous materials used during the course of construction. Do **NOT** put such material in building dumpsters.
- All paint cans, wood or carpet scraps or other leftover construction material must be removed from the property. Do **NOT** put such material in building dumpsters.
- Work, including, but not limited to setup and cleanup of the type described above, causing noise, dust, fumes, clutter, or continued use of the elevator may only be done between 8:00 a.m.– 9:00 p.m. Work that cannot be accommodated during these hours may be scheduled, providing that prior notification is given to neighbors and the management company.

B. DRILLING INTO CONCRETE FLOOR OR CEILINGS EXCEPTION

No owner or occupant may drill at a depth greater than ½" (one-half inch) into either floors or ceilings. To do so threatens the structural integrity of the building.

6. EFFECT ON INSURANCE

Nothing shall be done or kept in any unit or in the common or limited common elements that will increase the rate of insurance without the prior written consent of the Board. No owner/occupant shall permit anything to be done or kept in his/her unit or in the common elements which will result in the cancellation of insurance on any unit or any part of the common or limited common elements, or which would be in violation of any laws.

7. PETS: DECLARATION OF COVENANTS, SECTION 12.3

"No animals, livestock, poultry or insects, of any kind, shall be raised, bred, kept or boarded in or on the Project; provided, however, that up to a total of two (2) dogs or cats may be kept in any Condominium Unit, so long as they are not kept for any commercial purpose and are not kept in such a manner as to create a nuisance to other Owners. The Association shall have, and is hereby given, the right and authority to determine in its sole discretion that dogs or cats are being kept for commercial purposes or are being kept in such manner as to be unreasonable or to create a nuisance to other Owners, or that an Owner is otherwise in violation of this Section 12.3, and to take such action or actions as it deems reasonably necessary to correct the same. An

owner's right to keep these household pets shall be coupled with the responsibility to pay for any damage caused by such Owner's pet(s). Pets shall be under the Owner's control at all times, and shall be leashed when walking on the Common Elements."

- Balconies/patios and storage rooms shall not be used as a place to feed or kennel pets or other animals.
- Owners/occupants shall not permit the use of patios/balconies as a place for their pets or pets of their guests, tenants, and/or invitees, etc., to defecate or urinate.
- Pets shall be leashed **at all times** that the pet or pets are not within the unit but are within the building, including any areas maintained by the HOA.
- Owners/occupants will be held responsible for cleaning up and/or any damage caused by their pets or by pets of their guests, tenants, and/or invitees.
- Owners/occupants shall control their pets so that barking, scratching and other noise does not disturb other occupants.
- Pet waste deposited on common areas must immediately be picked up.
- Owners/occupants shall at all times keep the common and limited common elements in a clean and sanitary condition, free of rodents and pests, and observe and perform all laws, ordinances, and House Rules, including kennel laws and animal control laws.

8. OFFENSIVE ACTIVITY

No offensive activity shall be permitted in any unit or common or limited common element, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners or occupants.

A. SMOKING

Smoking is not permitted in any common elements, including elevator, lobby, hallways, stairways, roof deck, and interior parking areas.

B. PATIO/BALCONY

No mops, rugs or other objects shall be dusted or shaken from the windows, decks or doors of any unit nor shall they be cleaned by beating or sweeping on any walkways, patios or other exterior part of the common elements.

C. GARBAGE AND RECYCLING

Trash and garbage are to be deposited, preferably in sealed bags, in the trash dumpster located in the garage area. A list of recycled items (if available) will be posted and such items (clean) should be deposited in the recycling receptacles. Boxes should be broken down before being placed in the recycling receptacle. Large items that cannot fit into the dumpster will require a special pickup. In general, furniture should not be placed in the dumpster for disposal; as such placement makes it difficult for other owners to use the dumpster for its proper intent. The Board's management company should be contacted to schedule a large item pickup. Any additional cost associated with such a pickup will be the responsibility of the owner/occupant.

D. NOISE

Activities that generate noise/sounds that are disturbing to neighbors such as construction, use of power tools, or music, should be limited to normal working hours. Common sense and courtesy are to be used during activities that generate noise/sounds between 10:00 p.m. and 7:00 a.m., according to the City of Denver Noise Ordinance.

9. LEASING PROCEDURES

In order to preserve the value of all lofts and to minimize problems related to leasing, the following procedures must be followed:

- No unit shall be leased without the tenant(s) having agreed to these House Rules and Declaration of Covenants, Conditions, and Restrictions.
- A copy of the lease shall be submitted to the Board's management company within 30 days of the effective date of the lease. The lease will be placed in the owner's file at the management company office, and a copy made available to the Board, including renter contact information.

10. ENFORCEMENT/FINE SCHEDULE/DUE PROCESS

Each unit owner, occupant, tenant or invitee of a unit shall comply with the provisions of the Declaration of Covenants, Conditions, and Restrictions, and House Rules of the Association, as the same may be lawfully amended from time to time, and with all Board decisions adopted.

Failure to comply may result in a fine and/or shall be grounds for action to recover sums due, damages, or injunctive relief, or any or all of them, maintainable by the Board, the Board's managing agent on its behalf, or by another aggrieved unit owner.

The Board, through itself or its managing agent, is required to provide written notice of the violation and state a reasonable period of time for correcting the violation. The Board may immediately cause the correction to be made, depending on the urgency, difficulty and history of the situation. If the violation is not corrected within the time limit stated within the notice, the Board can make the correction. Any expenses incurred in correcting the violation shall be imposed on the unit owner and added to the regular monthly assessment payable the first month following the completion of the correction. Payment of such expenses or fine shall be enforced in the same manner as provided for the enforcement of collection of other assessments.

The Board reserves the right to waive warning for certain offenses that affect the immediate safety and well-being of the residents (such as having a vehicle impounded that is blocking ingress/egress to the parking garage).

A. DUE PROCESS

Subject to the above (*exclusive of the fine schedule set forth in Section 1 of these House Rules*), prior to enforcement of a fine, or initiating a legal action against a unit owner, the Board will give the owner charged with the violation an opportunity to be heard as follows:

- Upon written request by the owner, the Board will give the owner charged with a violation a hearing before the Board or a specially appointed committee or representative regarding the proposed action or fine. The notice shall include **a)** a statement of the offense, **b)** the proposed action and/or fine, **c)** the date, time and place of the hearing, and **d)** whether testimony must be oral, written, or both. The date of the hearing shall be set at least five (5) days from the date the notice is delivered.
- At the hearing, the affected owner shall have the right to give testimony as outlined in the notice, subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issue at hand.
- The owner charged with a violation shall be notified in writing of the decisions of the Board or Hearing Committee within ten (10) days of the decision.
- In enforcing these House Rules, the Board may delegate its function(s), including the determination of whether a violation has occurred, and the remedy therefore, to an agent, including but not limited to a single, or group of, directors or the managing agent.

- Owners shall be financially responsible for all damages caused by their tenants, guests or invitees and for any fines imposed as a result of conduct on the part of their tenants, guests or invitees. Any charges for damages or fines shall be assessed against the unit in which the party responsible rented or was visiting, and shall be enforceable in the same manner as is provided for the enforcement of other assessments.
- A fine properly imposed against a unit owner constitutes a lien upon the unit owner.

B. FINE SCHEDULE

Offense	Fine
1 st	Notice To Comply
2 nd	\$100.00
3 rd	\$200.00
Subsequent Offenses	\$500.00

If the violation involves damage to the General Common Elements or Limited Common Elements, the violating owner/tenant shall pay for all reasonable costs of repair or replacement.

All fines not paid within 10 days, including late fees for late payment of monthly assessment, will be assessed interest at the rate of 18% per year from the date due until paid, compounded annually.

These House Rules have been adopted by your Board of Directors, but may be amended as necessary from time to time. Please remember that the purpose of the House Rules is to serve as a guideline for those of us who live here and to do so in a safe, peaceful and comfortable manner.