





**No. 25 Downing Condominium Association**  
**Rules For Community Living**

**No. 25 Downing Condominium Association (“Association”) is an Association of individuals and a community of residents with a common interest in maintaining the highest quality of life for all residents.**

**These Rules and Regulations are intended to be a guide for the efficient and prudent operation of the entire building and grounds; for building maintenance and cleanliness; for pleasant living; and as a means of a reminder that each of us has a responsibility to one another and that all residents must be fair to one another and to the Association as a whole.**

**These Rules and Regulations are enforceable under authority of the Association's Declaration and its Bylaws.**

**Effective the \_\_\_\_ day of \_\_\_\_\_, 2008.**

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## **INTRODUCTION**

The Executive Board, in cooperation with the homeowners, has established certain rules and regulations (the "Rules and Regulations") for the benefit of all Residents (Owners, Lessees and Guests). These Rules and Regulations, if observed, will aid in making No. 25 Downing an even more pleasant and desirable place to live. Restrictions within these Rules and Regulations are designed to protect the large investment Owners have made in this community. Protection of your investment, as well as the potential increase in the value of your ownership, can only be assured through the proper maintenance and use of your homes and the common area facilities.

You, as an Owner, also own your share of the common elements, recreational facility, equipment, furniture, landscaping, etc. We are confident that all Owners/Residents will have a rightful sense of pride in these facilities and will cooperate in every way possible in the use, plans and programs of No. 25 Downing. Infractions will be brought to the attention of the Director and/or the Executive Board. Violators can be subject to an injunction as well as liability for damages, and may also be liable for attorney fees, fines and other costs incurred by the Association in any legal action required to enforce these Rules and Regulations.

## **I. GENERAL INFORMATION**

1. These Rules and Regulations, the Declaration, the Articles of Incorporation, and Bylaws (collectively referred to herein as the "Community Documents") relating to No. 25 Downing Condominiums shall be enforced by the Executive Board pursuant to the Association's Enforcement Policy. The decision of the Executive Board to pursue enforcement action in any particular case shall be left to the Executive Board's sole discretion, subject to the duty to exercise its business judgment, and not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing, the Executive Board may determine in its sole and ultimate discretion that, under the circumstances of a particular case, one or more of the following situations exists: (i) the Association's position is not strong enough to justify taking any or further action; (ii) the rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) that it is not in the Association's best interests, based on hardship, expense or other reasonable criteria, to pursue enforcement action.
2. Complaints concerning violations of these Rules and Regulations must be directed, in writing, to the Executive Board. Violations may be alleged by any Owner or Resident of the Association, as well as either the Director or any Executive Board member.
3. The Association will make hard copies of these Rules and Regulations and the other documents available to each Owner and Resident upon reasonable request and at the expense of the requesting party. These Rules and Regulations are, however, available on the Association's web page at [www.no25downing.com](http://www.no25downing.com).
4. The Executive Board may amend, modify, revise, repeal, restate or expand these Rules and Regulations in whole or in part upon no less than 30 days prior written notice to the Owners, except in the event of an emergency. In the event of an emergency, the Executive Board may act without prior notice to the Owners provided that notice of such emergency rule making shall be given as soon as reasonably practical to the Owners. Notice shall be deemed reasonable and sufficient if it is posted in a conspicuous place in the Condominium Community (*e.g.*, main lobby, elevators, basement lobby).
5. Terms which are defined in the Declaration shall have the same meanings in these Rules and Regulations unless such terms are otherwise defined in these Rules and Regulations.

## **II. RULES AND REGULATIONS**

### **A. ACCESS TO BUILDINGS AND COMMON AREAS**

#### **1. Access Privileges**

A. All Owners and current Residents shall be entitled to access their Unit and the Common Elements (the total of which shall be referred to herein as the "Property," the "Project," or "No. 25 Downing") as provided for in the Community Documents, except to the extent that such access is restricted by specific policies, procedures, or Rules and Regulations promulgated by the Association in the furtherance of its right and obligation to regulate the Project or to the extent access privileges to the Common Elements has been suspended by the Association or a court of law. Use of the Property (including, but not limited to, the Recreational Facilities and/or the common area gas grill) is at the Owner's/Resident's own, exclusive risk. The Association does not assume any responsibility or liability for any such use, including use by Guests.

B. Owners who have leased their Unit to another are entitled to have access to the Common Elements only for the sole purpose of entering a Unit they have leased to a third person, for the purpose of conducting Association business, or as a Guest, invitee, or licensee of another Resident. Non-resident Owners are deemed to have transferred their Common Element privileges to the occupant of their Unit for the duration of the lease period, and shall not have Common Element privileges (such as the privilege to use the Recreational Facilities) of their own during such lease period.

C. All non-residents, (including guests, invitees, Vendors and contractors) other than nonresident Owners, may enter the Property only in one or more of the following situations: (1) in the company of a Resident, (2) after being admitted through the front door by a Resident, or (3) after being admitted into the lobby by building staff in accordance with specific instructions from the Association or a Resident.

2. Emergency Access Key to Units

A. All Owners and/or Residents shall provide the Director with a spare set of keys to their Unit for emergency access. These keys may not be given out to anyone for any reason. If an Owner has changed their Unit's entrance lock, then they must provide the Director with an emergency access key within three (3) days of the change. Failure to provide an emergency access key constitutes an Owner(s) assumption and acceptance of liability for all damages and injuries caused by the Association's representative's inability to enter to make needed repairs/address emergency situations/etc.

3. Building Access

A. Please exercise all caution in allowing non-residents into the premises. Do not admit any delivery service, such as UPS or Federal Express, who is not delivering to your Unit. A Resident or Owner who is receiving a Guest is the only person authorized to admit the Guest.

B. If you want the on-site staff to sign for packages, you must in advance provide a signed Release of Liability form, as approved by the Association, to the Director.

C. Garage doors must not be activated until the door is in full view and then be closed promptly.

D. Doors leading into and out of the elevator lobbies on garage levels, and stairway doors located on all floors must be pulled closed and kept closed at all times and after each passage. They may not be blocked open unless attended by and in continuous use and view by the user.

E. Owners and Residents should immediately report any suspicious activity or loitering to the Director, the police, and/or the appropriate emergency response authority.

F. Owners and Residents shall neither have nor grant access to either buildings roof, unless there is prior written approval by either the Executive Board or the Director.

4. Use of the Mail Lobby

A. The mail lobby is intended as a place where Residents may wait for and greet Guests, say good-bye to Guests, wait for taxi cabs, greet other Residents while picking up their mail, or any other relatively short term usage. The mail lobby is not intended to be an extension or substitution for a Unit's living area. Loitering within the mail lobby is prohibited.

B. There shall be no movement of bicycles, carts, dollies, or transport of any materials or items not hand carried, through the lobby at any time without the prior written approval of the Executive Board or the Director.

C. Packages left in the mail lobby for pickup are left at the Owner's/Resident's sole and exclusive risk.

5. Elevator

A. To avoid damage to the contacts and relays of the elevators, please do not obstruct the doors in order to hold them open. Use the "OPEN" button or, for extended periods, get the "LOCK OFF" key from the Director.

6. Reservation and Use of Loggia/ Courtyard

A. The Loggia is located on the first floor of Building 2. This entertaining area may be reserved by Residents whose membership privileges have not been suspended, and who are current in the payment of their assessments for private social purposes. Except for the Association's business, no commercial activity may be conducted from the Loggia. If not reserved, the room is open for casual use by Residents and their Guests from 5:00 p.m. to 10:00 p.m. Guests must be accompanied by Residents at all times. Please note that the Director uses the Loggia as his/her office during the day. If there is a need for the Loggia to be used for a function during the daytime, you must make arrangements with the Director to schedule the room.

B. The Courtyard BBQ is locked to prevent unauthorized use by non-Residents. The Courtyard BBQ may be reserved by Residents for private use in accordance with these Rules by contacting the Director with dates and times. Use of the Courtyard BBQ is at the Resident's sole and exclusive risk.

C. Reservations for the Loggia or Courtyard must be made with the Director at least fourteen (14) days in advance. A damage and clean-up deposit of a minimum amount of \$250 is required at time the reservation is made. The Director shall have the discretion to require a larger deposit for the use of both the Loggia and Courtyard, depending the nature of the event.

D. Residents are responsible for clean up at the end of their function and for any damages that may have occurred. A pre and post inspection by the Director will determine if a repair/clean up charge will be assessed. If an assessment is made and the repair/clean-up does not exceed the deposit amount, the Director will refund the difference. If there are damages or the clean up exceeds the deposit amount, then the Resident shall pay the difference to the Association immediately, or the Owner shall be subject to an assessment against his/her Unit in the requisite amount.

E. When using the Loggia or Courtyard for special events, the Resident responsible for the reservation must keep the noise down to a level so as not to disturb those any Residents.

F. Residents are responsible for the actions of their Guests when using the Loggia or Courtyard. The Resident responsible for the reservation of the Loggia or Courtyard must be present during the function, including set up and clean up.

G. When reserving the Loggia or Courtyard Grill, Residents must provide the Director with the approximate number of expected Guests.

H. Caterers and other service providers must use the service delivery entrance for access to the Loggia.

I. Serving or consumption of alcoholic beverages is subject to the following restrictions and conditions:

1. No fee may be charged, either directly or indirectly (i.e. no cash bar) for the sale or consumption of alcoholic beverages.
2. No alcoholic beverages, including 3.2 beer, will, at any time, be served to, or consumed by, any person who is under 21 years old or to or by any intoxicated person.
3. Residents acknowledge that the Association does not hold or maintain a liquor license, and permission to serve alcoholic beverages does not constitute a liquor license. Residents serving alcoholic beverages on the Association's premises will be solely responsible for compliance with the

liquor license laws of the State of Colorado. No alcoholic beverages will be served or consumed outside the Association premises.

4. If any persons under the age of 21 attending the Resident's event, whether invited or uninvited, bring alcoholic beverages onto the Association's premises, such Resident will take action to have such beverages removed from the premises. If necessary, such Resident will notify police to seek assistance with the enforcement of this policy. At any event in which a majority of the attendees are under 21 years old, the Resident holding the event will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old.

5. If any person attending the event, whether invited or uninvited, is abusing or misusing alcohol on the Association's premises, Resident will take action to have such activities stopped, and if necessary, notify police to seek assistance.

6. At all times during Resident's event, there will be a bartender designated to serve all alcoholic beverages. Resident agrees to arrange alternative transportation for any attendee who is unable to safely and responsibly drive away from Resident's event due to intoxication. Resident shall be solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at Resident's event.

7. The Director reserves the right, at all times, to take such action deemed necessary to enforce these restrictions and policies concerning serving and consumption of alcoholic beverages, including notifying police or requesting police assistance.

7. Fitness Center

A. The Fitness Center is open for use by Residents and their Guests from 6:00 a.m. until 11:00 p.m. daily.

B. Posted instructions shall be read and followed carefully regarding the proper use of the equipment. Any abuse, or damaged, broken or malfunctioning equipment shall be reported to the Director's office immediately. Equipment is to be used only as it is intended to be used. Do not drop weights, as this takes a heavy toll on the equipment. Wipe down equipment after each use. Turn off lights if you are the last person to exit the Fitness Center.

C. Guests must be accompanied by their Resident host at all times. No more than two Guests per Unit are permitted in the Fitness Center at any one time.

D. Food and drinks, other than water or sports drinks, are not permitted in the Fitness Center.

E. Pets are not permitted in the Fitness Center.

F. Any Resident or Guest that uses the Fitness Center agrees their use of the Fitness Center is at their own sole and exclusive risk. The Association assumes no liability or responsibility regarding any Resident or Guest's use of either the Fitness Center or the equipment.

B. **BUSINESS OR COMMERCIAL ACTIVITY**

1. Residents may use their Unit for home operated businesses, so long as such business (i) is allowed by the zoning code of the City and County of Denver; (ii) is not apparent or detectable by sight, sound, smell or vibration or otherwise from the exterior of the Unit, (iii) does not increase vehicular or pedestrian traffic or parking within the Property; (iv) does not increase the insurance obligation or premium of the Association; (v) does not create or increase any maintenance or repair obligation of the Association; and (vi) does not create an unreasonable interference to other Residents or their enjoyment of their Units.



C. **PARKING/VEHICLES**

**FAILURE TO ABIDE BY THESE PARKING RULES MAY LEAD TO  
THE OFFENDING VEHICLE BEING TOWED WITH OR  
WITHOUT FURTHER NOTICE**

1. Parking is permitted in designated areas only. Parking spaces in the parking garage are assigned to specific Units. Surface parking spaces are either assigned to specific Units, or are unassigned and managed by the Association. The Association has the right to regulate and restrict use of unassigned parking spaces, including designating certain unassigned parking spaces as “Guest” or “Vendor” parking only, or to assign such spaces as necessary to accommodate disabled Residents. An assigned parking space may not be sold or transferred by an Owner apart from the transfer of the subject Unit except as otherwise approved by the Association and in accordance with Colorado law, except that, upon notification to the Director and compliance with these Rules, an Owner may lease his or her assigned parking space only to another Resident.
2. Parking in the parking garage is restricted to Residents’ personal vehicles, and personal vehicles of Guests or Vendors who have obtained approval of the Director and who have provided written acknowledgment to the Director of responsibility for any damage arising out of such use. The Director shall have absolute discretion in approving or disapproving Guest or Vendor parking in the parking garage, and may impose any conditions on such parking as he deems necessary. The Director may regulate access to the parking garage through means of parking stickers, hang tags, remote control operators, or such other methods as the Director may determine. Vehicles operated by persons other than Residents or authorized Guests or Vendors are not allowed to enter or park in the parking garage at any time without specific authorization of the Director.
3. Residents may not park their vehicles in parking spaces other than those assigned to them. Residents may not park in parking spaces designated for visitor or Guest parking. No parking is allowed in designated fire lanes, or handicapped designated areas except by Residents or Guests displaying handicapped hang tags or as otherwise permitted by the Director or the Executive Board. Parking in another Resident’s assigned space, in fire lanes, or unauthorized parking in handicapped designated parking spaces or other restricted parking spaces may result in the immediate towing of the Resident’s vehicle at the vehicle owner’s expense. A resident whose parking space is being wrongfully occupied by another vehicle is responsible for arranging the towing of the noncomplying vehicle.
4. Vehicles shall be parked within the marked lines of parking spaces, and shall not extend into the drive lanes of parking areas so as to impede vehicular movement. Motorcycles, motor scooters, etc. may be parked in a parking space along with another vehicle, if both vehicles can be accommodated within the white lines and neither vehicle adversely impact use of other parking spaces or vehicular movement within drive lanes.
5. No. 25 Downing has a limited number of Guest parking spaces located in the South parking lot. Guests are permitted to park in Guest parking spaces for no longer than ten (10) consecutive days and thirty (30) cumulative days in any consecutive 12 month period. If a Guest intends to visit the property for longer than ten (10) consecutive days, the Guest’s host Resident may apply for a Guest permit that will allow for parking in Guest parking for up to but not longer than thirty (30) consecutive days. Such permits may be granted or denied in the sole discretion of the Executive Board.
6. Abandoned or inoperable vehicles of any kind shall not be stored or parked anywhere on the Property. An “abandoned or inoperable vehicle” shall be defined as any vehicle which is not capable of being driven under its own propulsion, or does not have current registration, or license plates or other identifying marks have been removed from the vehicle, or the vehicle exhibits other characteristics of abandonment or inoperability, such as, but not limited to, flattened tires or broken windows. Notwithstanding the above,

scooters and other small vehicles that are not required to be licensed shall not be considered to be abandoned or inoperable due to the lack of a license.

7. Commercial vehicles, motor homes, recreational vehicles, campers, busses, boats, and vehicle trailers (i.e. for automobile, motorcycle, snowmobile, boats, etc.) are not permitted to be kept or stored on any portion of the Property at any time. A vehicle shall be considered a commercial vehicle even if used as a daily vehicle and licensed by a state as a passenger vehicle, if it has any of the following characteristics:
  - i. it is used, or intended to be used, to transport cargo, materials, or passengers for profit, hire, or otherwise in any business or commercial use;
  - ii. visible lettering, advertising, graphics or the like for purposes of furthering, or for the benefit of, business enterprises or commercial purposes;
  - iii. visible tools, materials, ladders or the like used, or intended for use, in any business enterprise or for any commercial purposes;
  - iv. any vehicle over 18 feet in length - bumper to bumper;
  - v. any vehicle over 7,000 pounds;
  - vi. more than one visible storage unit, or any storage unit that extends more than six inches above the sides of the bed of the vehicle; or
  - vii. Storage, transport, construction or any other racks used, or intended for use, wholly or in part, for any business enterprise or commercial purposes.

This restriction, however, shall not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing services to the Association

8. Washing of vehicles, or making mechanical repairs, except emergency repairs necessary to start a vehicle, is not permitted anywhere on the Property. Vehicles shall be maintained so as to avoid excessive and unsightly oil and other operating fluid stains or pools under the vehicles on the garage floors and parking surfaces. Vehicle owners are responsible for the cleanup of excessive fluid leakage if it does occur.
9. Storage and/or storage sheds or closets of any type in parking spaces is prohibited. Storage of personal property other than vehicles themselves in the parking spaces is not permitted. Any items stored in parking spaces other than vehicles parked as permitted herein will be removed by the Director and, if not claimed within 30 days, will be disposed of by the Director. The Association and its Executive Board, members, employees, agents or contractors, including the Director, are not responsible for any damage or loss to property disposed of consistent with this paragraph.
10. Each Resident is responsible for cleaning and keeping their assigned parking space(s) free of litter and debris and in a neat and clean condition.
11. Parking is prohibited in areas indicated by "No Parking" or "Loading Only" signs. All vehicles parked in a loading zone for more than 10 minutes are subject to ticketing by the City of Denver, along with any additional fines/towing imposed by the Association. Vehicles used by contractors or Vendors providing services to Residents may use "Loading Only" areas for purposes of loading and unloading such vehicles, but upon completion of unloading, shall be relocated to an unassigned surface parking space designated by the Director.
12. Use caution when entering or leaving the premises. The speed limit on the Property is 10 mph.
13. The garage door is a high-speed security door which allows only one vehicle to pass at a time. Additional vehicles must use their opener to reactivate the door. While there is ample time for one car to pass; two cars cannot do so. DO NOT try to slip under the open door following another vehicle. (The response to seeing the door coming down in this situation is typically to speed up and try to pass through. In fact, the proper response is to reactivate the opener).
14. The Association is not responsible for any loss of or damage to vehicles parked on the Property.

15. Except as otherwise provided in these Rules, in the event a vehicle is in violation of these parking Rules, a written notice advising of the violation and that the vehicle may be towed if not removed within seventy-two (72) hours, shall be delivered to the owner of the vehicle, if known, or shall be posted conspicuously on the vehicle. In the event the violation is not corrected within seventy-two (72) hours of such notice, the Association shall have the right to have the vehicle towed. Notwithstanding the foregoing sentence, in the event an Owner has once been provided with a notice of a violation, no further notices of violation need be provided to the Owner of the same or other parking violations, and the Association shall have the right to have a violating vehicle immediately towed. Further, in the event of emergencies, disallowed parking in Guest parking, or circumstances where immediate removal or relocation of a vehicle is required, including but not limited to, blocked access, exits or fire lanes, the Association may have the vehicle towed without prior notice. The vehicle owner shall be solely responsible for all towing and storage charges. The Association and its Executive Board, members, employees, agents or contractors, including the Director, are not responsible for any damage or loss to a vehicle as a result of it being towed pursuant to these Rules. Towing shall be in addition to any and all fines that may be imposed by the Association. Notwithstanding any other rules, regulations, policies or procedures addressing enforcement of the Association's rules and regulations, and notwithstanding the passage of time, violations of these rules and restrictions concerning parking shall be cumulative, and following three such violations, the Association shall be entitled to impose the maximum fine or sanction available for each subsequent violation.

**D. STORAGE, LOCKERS AND CARTS**

1. Each Unit is allocated one or more storage lockers. An assigned storage locker may not be sold or transferred by an Owner apart from the transfer of the subject Unit.
2. Each Resident is responsible for maintaining their storage locker in a sightly condition, clean and free from debris of any kind. Nothing may be kept, placed, or stored in any area except within a storage locker.
3. Nothing may be stored which might increase the insurance liability of the Association. Storage of gasoline or any other highly flammable materials is strictly prohibited in the storage lockers or any place else within the building.
4. A limited number of grocery carts are stored on the parking garage level. They are for use by Residents only, and are not to be used by contractors, delivery people, or service technicians. Please do not leave carts in hallways or in the elevators. Return the cart immediately to the designated area for cart storage after use, taking care in maneuvering them to avoid damage to elevators and other common elements.

**E. TRASH CHUTES**

1. Trash chutes are provided on each floor. Applicable City codes require that all trash and garbage, including vacuum cleaner bags and kitty litter, must be sacked and tied. It is not permissible to dump any loose trash or garbage down these chutes at any time. Glass bottles are also not allowed in the trash chutes and must be taken to the 1st floor and placed in the trash dumpster.
2. Trash chutes may only be used between the hours of 7:00 a.m. and 10:00 p.m.
3. Items that are too large to be sacked and disposed of by the chute must be taken to and placed in the trash dumpster on the first floor. It is not permissible to leave or place any trash in the stairwell, around or under the trash chutes, or around the large dumpster bins.
4. Large items, furniture, appliances, etc. may not be placed in the trash dumpsters. They are for trash and garbage only. Arrangements may be made through the Director's office for the pick-up and disposal of appliances and other large items, at the Resident's or Unit Owner's expense.
5. Moving boxes must be broken down before placement in dumpsters. Do not throw broken down boxes down the trash chute.

6. The Board may elect to offer cost-efficient, environmentally sound recycling. In such case, please follow recycling guidelines as set forth by the vendor.

**F. PETS**

1. The keeping of pets in the building is subject in all respects to Section 12.3 of the Declaration.
2. The maximum number of dogs and cats in any unit at any one time is 3, except that the maximum number of dogs or cats is 2.
3. Known aggressive animals such as Rottweilers, Pit Bulls and German Shepherds are not allowed in or around the Property. Residents are not permitted to have said animals as pets as long as they reside at No.25 Downing.
4. All animals must be kept on a leash held by the pet's owner when not in their respective Unit(s). It is the responsibility of every pet owner to control their pets in such a manner as to ensure that they do not interfere with other Residents' enjoyment of their property. Pets are not allowed to run or roam freely within or around the Property.
5. Pets are not permitted on any of the Common Elements of the Building at any time other than as necessary to bring such pets into and out of the Building. Pets are not allowed in the Fitness Center or in the Courtyard fountain.
6. No pets may be brought onto the Property by any Guests or visitors at any time. An exception to this rule would be for service animals such as seeing-eye dogs, etc.
7. Residents shall control their pets from relieving themselves on the landscaping, hallway carpeting, or other Common Elements. Landscaping is precious, and expensive, and should be enjoyed by all Residents. Animal waste and urine destroys plants and grass, which then destroys the beauty of No. 25 Downing. New trees and shrubs are particularly fragile, so please keep your dogs from relieving themselves on the new landscape.
8. Residents will be held responsible for any litter, waste, mess or property damage created by their Pets on the Common Elements. The Director must be notified immediately when carpets are soiled, so that appropriate measures can be taken to sanitize the soiled area. Should a pet defecate on the Common Elements or anywhere on the Property, the Resident must clean up immediately. Fines will be assessed for damage to the Common Elements caused by your pet.
9. Please walk your pets on the west (alley) side of the building.
10. No Pets shall be permitted to bark, howl, or make other loud noises for such an unreasonable time as disturbs other Residents' rest or peaceful enjoyment of their Unit or the Common Elements.
11. Nothing in these Rules shall prohibit or limit the use of qualified service animals as permitted or required under federal, state, or local law, including but not limited to the Americans With Disabilities Act, or the Fair Housing Amendments Act.

**G. BICYCLES**

1. Bicycles are not permitted in the lobbies or halls except as necessary to transport them from the Resident's Unit to the Building exterior, and are not to be stored on balconies, or in parking spaces. Bicycles must be locked in the bicycle racks located in the parking garage.

**H. LEASING OF UNITS**

1. The Unit may be leased only for the uses and purposes provided in the Community Documents, or as restricted herein.
2. Leasing of Units for less than 6 month terms is not permitted. No Unit shall be sublet, or rented or used for transient or temporary housing purposes. No Unit may be occupied by persons other than the named tenant in the lease; if the named tenant is an entity, the entity shall specify the names of the individuals who will be occupying the Unit, and such individuals may not occupy the Unit for less than a consecutive 6 month period.
3. No portion of a Unit less than the whole Unit may be leased at any time for any duration.
4. The leasing of any Unit, and the tenants and occupants of a Unit, shall be subject to the provisions of the Community Documents. The Association may enforce the provisions of the Community Documents against the Owner, the tenant and any other occupants of the Unit. The Owner MUST supply the tenant with one copy of the Community Documents and EMPHASIZE need for compliance. A written confirmation (the Rental Agreement form attached to these Rules and Regulations as Attachment B) signed by the Owner and the tenant, that the tenant has received a copy of the rules must be given to the Director within ten days after the tenant occupies the Unit.
5. Owner must provide the Director with a copy of the lease within 10 days of execution of the lease. Owner must provide the names and telephone number of the tenant. Owner may omit dollar information in such lease, such as the rental rate being paid.
6. There shall be no more people residing in a Unit than there are permitted by applicable zoning ordinances.
7. Owner will confirm with the Director that all appropriate keys and garage door openers have been returned when tenant vacates the premise.
8. Owner shall pay all Assessments which may be levied by the Executive Board during the term of the lease, in a timely manner.
9. No expenses shall be incurred on behalf of an Owner as an "Individual Purpose Assessment" without the proper approval of such Owner, except as detailed in Section 7.8 of the Declaration. Specifically, no expenses shall be incurred at a tenant's request without prepayment or written authorization of the Unit's Owner.
10. The Association requires a \$100.00 fee (non-refundable) and a \$400.00 deposit for all moves. This fee and deposit applies to the tenant moving out and the new tenant moving in, each time an Owner leases to a new tenant. These charges must be deposited with the Director prior to a new tenant moving in. Any damages to the Common Elements caused by a tenant's move (either in or out) will be subtracted from the \$400 deposit. Damages exceeding the \$400 deposit will be the responsibility of the Owner. Any remaining portion of the deposit will be returned to the Owner within 30 days of a tenant's move out. Move in and Move out procedures are more fully set out in Attachment A to these Rules and Regulations.

**I. NOISE**

1. Owners, Residents, Guests, visitors, or otherwise shall exercise care and restraint to avoid making or permitting the making of any loud, disturbing, or objectionable noises in using or playing or permitting to be used or played musical instruments, radios, CD players, television sets, amplifiers, and any other instruments, appliances or devices in such a manner as to disturb or tend to disturb occupants of other residences. Residents should check with their neighbors to verify if the noise level is causing a disturbance.
2. While in the hallways or waiting for an elevator please keep voice(s) to a minimum, and inform your Guests to do the same when they visit, especially in the early morning hours. No. 25 Downing was built

using the latest technology, and one of those items is a positive air-flow system. Take note that your front door has no weather strip to eliminate air-flow or NOISE.

3. When entering or leaving the building your voice will amplify, especially at night and in the early morning hours within the Courtyard. There are 38 units with bedrooms facing the Courtyard. Violating your neighbors' rights because of excessive noise and/or rude behavior may result in a fine and/or a phone call to the local police department.

**J. EXTERIOR APPEARANCE OF UNITS**

1. Balconies shall not be used as a storage area.
2. Residents are responsible for cleaning and keeping their balconies in an orderly manner.
3. The portions of any window treatments, drapes, etc. which are visible from the exterior of the Property shall be colored white, off white, or similar neutral color. No sheets or inappropriate window coverings will be allowed.

**K. ALTERATIONS TO UNITS AND COMMON ELEMENTS**

1. No alteration or additions are permitted in any Unit or on the Common Elements without the prior written consent of the Executive Board. This includes but is not limited to the enclosure of a balcony, installation of hot tubs or spas, plumbing alterations, electrical alterations, *etc.* Procedure forms are available in the Director's office for use in applying to the Executive Board for their approval. Failure to comply with the Association's requirement for prior approval of any alteration or addition may result in substantial assessments or fines against the Owner and/or Resident of a Unit.
2. Drilling into, painting or any other alteration of balcony ceilings, divider walls, brick balcony walls, and concrete columns is not permitted under any circumstance, except with the written permission of the Executive Board. Brackets or any other attachments to balcony railings are not permitted. These are all limited common elements and are governed and maintained by the Association.
3. Nothing shall be hung or placed on the exterior side of Unit doors or placed in the hallway outside of any Unit. This includes floor mats, which would interfere with vacuuming and normal maintenance of the hallway and could be a tripping hazard to hallway users.
4. Except for flags or political signs allowed under Colorado law or otherwise approved in writing by the Executive Board, no signs, posters, or other items of any kind may be displayed outside of any Unit, or in the windows or on the balcony of any Unit, that is visible from outside the Unit.
5. Notwithstanding Section 4 above, art work may be hung in the hallways of upper floors subject to the written approval of the Executive Board. A detailed application including a photograph of the art work should be made to the Executive Board through the Director. The Board will reply to such application in writing within 30 days. The art work may not be installed without such approval. The Association and the Executive Board shall have no liability for damage to, or theft of, the art work.
6. No additional storage units (permanent or temporary) shall be erected within the parking areas or anywhere on the Common Elements.
7. All satellite dishes and devices or facilities to transmit or receive electronic signals, radio or television waves are prohibited outside a Unit or a Limited Common Element unless first approved by the Executive Board in conformance with applicable federal law.

**L. DELIVERY PERSONS AND VENDORS**

1. It is the responsibility of each Resident to inform the Director 24 hours prior to the arrival of a delivery person or vendor so that the property can be protected. Residents may also want to provide advance notification to neighbors of any work to be provided by Vendors. Delivery persons must enter the property via the service entrances. Entering the property via the courtyard is prohibited.
2. The Resident shall be responsible for providing adequate supervision of Vendors providing work at their request, and for Vendors' compliance with these Rules and Regulations. Residents not able to be present during work may request the assistance of the Director to provide access and lock-up services to the Resident's unit. If the Director's assistance is requested, a meeting must be scheduled between the Director, the Resident and the Vendor. If the Director's assistance is requested to provide access and lock-up services, at the meeting between the Resident, the Director and the Vendor, arrangements shall be made for access to, entry and exit from the property. Work may only occur between the hours of 9:00 a.m. and 4:00 p.m. on weekdays except recognized weekday holidays. Deliveries needed for work to be performed must be scheduled with the Director. Vendors are not permitted to accept deliveries; only Residents and the Director may accept deliveries.
3. Grocery carts and trash chutes are not available for use by Vendors. Vendors must make arrangements for disposal of waste materials and debris by means other than the Association's trash bins.
4. The Director has the authority to stop the progress of work at any time, or cause the removal of the Vendor from the property, due to a Vendor's violation of these Rules and Regulations, or for any other reason deemed by the Director to be detrimental to the best interests of the Association or any of the Residents, including, but not limited to, rudeness or unprofessional conduct by a Vendor or its employees.

**M. MISCELLANEOUS RULES**

1. There is NO SMOKING anywhere within the Common Elements of the Property, including the parking garage. Smoking on a balcony (as defined below) is also prohibited.
2. Nothing on a balcony, terrace or deck (collectively, "balcony") may be placed above the level of the top rail of the balcony in any manner which might allow the item to tip or fall from the balcony; all such items shall be secured to prevent tipping or falling. Wind socks, chimes, etc., may not be hung from the ceilings of balconies, or balcony railings. Garments, rugs, or other items may not be hung over balcony railings or walls at any time.
3. Except as may be specifically authorized elsewhere in these Rules or the Community Documents, the only permissible items on balconies are furniture, plants on the deck or low stands, and BBQ grills with a hard connection to the gas line provided. Appliances such as, but not limited to, refrigerators, freezers, washing machines, or dryers are not permitted on open balconies. It is against the Denver City Code to operate a propane grill or charcoal grill on a balcony of a residential or commercial high-rise building.
4. Any activity that causes any liquid, dust, or debris to leave a balcony and drip or be blown onto other balconies or common elements is prohibited.
5. Owners and/or Residents must provide access to their balcony for purposes of window cleaning and other routine maintenance.
6. It is forbidden to expectorate or flip cigarette butts and/or matches or any other items over the railings of any balcony at any time.
7. The common sidewalks, driveways, entrances, hallways, and stairways shall not be obstructed in any way. Storage or placement of items in the hallways, stairways, or other Common Elements is prohibited. Loitering in these areas is not permitted.
8. Bicycling, rollerblading, skateboarding, *etc.* is not permitted in the garage, or in or around the building, outside parking, or other Common Elements.

9. No fireworks or firearms may be discharged or fired from the balconies, roof, or in or around the Property at any time.
10. The Director will retain pass-keys to each Residence for emergency use including, but not limited to a key to be maintained in the Fire Control Center. Owners shall not alter or permit the alteration of any lock or permit the installation of any new lock on any exterior door of such Owner's Residence without the prior consent of the Executive Board. Access to an Owners residence by the Director and/or a Public Official shall not be permitted unless in a case of an emergency.
11. Residents or their representative must meet all contractors or Vendors at the service entrance to the building if they are carrying any tools, equipment, etc., and escort them to their respective Unit. Do not give a key to the contractor as this breaches the limited access to the building.
12. All large items (other than luggage) must be transported through the garage level to your Unit.
13. Movers, caterers, and other delivery personnel must use the service delivery entrance for access to an individual Unit. No deliveries are permitted through the Courtyard.
14. Residents or their Guests shall not climb on any of the Common Elements, including any exterior walls, such as planter walls. Residents, Guests and pets are not permitted, in or on the water fountain.
15. Please refrain from using foul language while on the Property.
16. There is a bulletin board in the parking garage elevator entrance for the use of all Owners and Residents. Please date announcements and remove within 14 days. Any announcements without a date or not removed within a timely manner will be removed.
17. No. 25 Downing has been constructed to conform with fire and safety codes in the City and County of Denver. This includes hardwired smoke detectors throughout the building, and fire alarms on every floor. In addition, each unit has room smoke detectors and sprinklers. Residents tampering with detectors and alarms within their Unit are subject to fines by the City and County of Denver.
18. The Director is employed by the Association to provide management services to the Association as requested by, and at the direction of, the Executive Board. During his regular hours of employment when he is not occupied with the Association's business, he is available to assist Residents with making their occupancy of their Unit more pleasant. However, he is not a concierge, employee, or servant of Residents. If time permits, he is available to provide special services for Residents upon request. Names and contact information of Vendors, contractors and other service providers are available on the Association's web site.
19. OWNERS ARE IN ALL CASES RESPONSIBLE FOR ANY AND ALL INFRACTIONS OF THESE RULES AND REGULATIONS AND THE OTHER COMMUNITY DOCUMENTS COMMITTED BY THEMSELVES AND THEIR FAMILIES, TENANTS, GUESTS, INVITEES, AND LICENSEES.
20. If Resident Owners have any questions or issues regarding No. 25 Downing please contact the Director. Telephone numbers and addresses can be obtained by contacting your Director.

## **ATTACHMENT A**

### **MOVE-IN AND MOVE-OUT PROCEDURES**

Owners should consider the following when planning their move-in/move-out, for No. 25 Downing:



1. The No.25 Downing Condominium Association requires a \$100.00 fee (non-refundable) and a \$400.00 deposit will for all moves. Make two separate checks payable to No. 25 Downing Condominium Association.
2. Move-ins and move-outs must be scheduled with the Director, and are permitted only during hours specified by the Director on Mondays through Fridays. No move-ins or move-outs are permitted on Saturdays, Sundays or legal holidays.
3. The access corridors to the elevators in Buildings 1 & 2 are on the West side of both buildings from the alley.
4. The entry dimensions of the access corridors are 7 feet high by 4 feet wide and are at ground level even with grade.
5. The cab door on both elevators is 8 feet high by 42 inches wide. Padding is provided by the Association for hanging on elevator cab walls before use for moving purposes. Upon completion of the move-in or move-out, the Resident is responsible for returning the padding to its proper storage location.
6. During move-ins or move-outs, elevator doors should not be held open or locked open for periods in excess of \_\_\_\_\_ minutes.
6. Please keep in mind that the overhead clearance in the private parking garage is 7 feet 2 inches, limiting its use for "staging" initial move-ins. Only Residents and their Guest (authorized in accordance with the Rules and Regulations) are permitted to use the parking garage.
7. The alley may not be blocked by vehicles or equipment for longer than 15 minutes. Moving trucks and other equipment must park as close to the building as possible, minimizing blockage of the alley. Tractor-trailers are "prohibited" from accessing the alley through the Liongate alley/parking lot at 90 Corona due to load bearing restrictions over the underground parking garage. Turning into the alley is also severely restricted. That part of the alley, however, is rated for trash trucks. Tractor-trailers must enter the alley at Ellsworth and back out the same way. Owners must inform moving company of the above and that the moving company will be responsible if damages occur.
8. We strongly recommend that each Owner insist that their moving company physically inspect the alley and loading dock area.
9. The north and south parking lots are "off limits" to moving vans due to load bearing restrictions.
10. Owners and/or Residents are allocated 4 hours for their use of the loading area and elevator. Please understand that we schedule move-ins to accommodate all residents. Please talk to the Director if you do not believe your move can be completed within your 4 hour time slot. Please remember, if your move runs past your 4 hours you will have to yield the elevator to the next scheduled move in.
11. Owners and/or Residents must supervise their move in. Owners who arrange for deliveries in their absence must make arrangements for entry to their Unit. The Association and Director will not be responsible for deliveries other than arranging for entry into the loading area and elevators.

Please talk to the Director regarding special needs. To contact the Director please call (303) 282.8068.

**ATTACHMENT B  
RENTAL AGREEMENT**

*This Rental Agreement is required by the Rules and Regulations and must be filed by the Landlord with the No. 25 Downing Condominium Association within 30 days of receipt or within 10 days of signing a new lease.*

MAILING ADDRESS OF  
UNIT \_\_\_\_\_

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by  
and between \_\_\_\_\_  
(Landlord)  
and \_\_\_\_\_,  
(Tenants)

hereinafter called Landlord and Tenant, WITNESSETH that the Landlord has provided Tenant with a copy of the **No. 25 Downing Condominium Association Rules & Regulations**.

- 1) I (We) \_\_\_\_\_ have read and are familiar with and will comply with the Rules and Regulations;
- 2) I (We) understand this Agreement will be filed with the **No. 25 Downing Condominium Association** and the Association will rely on my (our) understanding of the terms of this Agreement, and
- 3) I (We) will be responsible for any fines or costs of enforcement the **No. 25 Downing Condominium Association** may take to enforce the Rules and Regulations including legal action.

LANDLORD:	TENANT(s):
_____	_____
ADDRESS:	TENANT(s):
_____	_____
PHONE:	TENANT(s):
_____	_____

**SIGN ABOVE AND RETURN TO:**

**No. 25 Downing Condominium Association, Inc.  
c/o Director of Building Operations and Services**

## **ATTACHMENT C DEFINITIONS**

**Articles:** The Articles of Incorporation of the Association, as from time to time amended or restated.

**Association:** Shall mean and refer to the No. 25 Downing Condominium Association.

**Building:** The buildings in which the No. 25 Downing Condominiums are located at 25 Downing Street Parkway, Denver, CO 80218.

**Bylaws:** Bylaws of No. 25 Downing Condominium Association, Inc.

**Common Element:** Shall refer to all real property owned in common by the members of the Association for the common use and enjoyment of the residents, including the Loggia, Fitness Center, Courtyard, storage and maintenance areas, hallways, elevators and elevator lobbies, the garages and parking areas, and mailbox areas, as more fully set forth in the Declaration.

**Declaration:** The No. 25 Downing Condominium Declaration, as filed with the Clerk and Recorder's office of the City and County of Denver, Colorado, on February 15, 2000, as Reception No. 2000022657, as the same may from time to time be amended or restated

**Director:** Shall mean the Director of Building Operations and Services who is a property manager contracted by the Executive Board to manage the Property. Contact an Executive Board member for the name and address of the Director.

**Executive Board:** Shall mean the duly elected Executive Board of the No. 25 Downing Condominium Association.

**Guest:** Shall refer to any person who is not a Resident, nor residing in or receiving mail at a Unit, or having other evidence of temporary visitation at a Unit, including, not having financial liability or utilities provided in their name. A visitor that stays with an Owner or a Resident for less than 10 consecutive days in any consecutive 12 month period, and for no more than 40 days cumulatively in any consecutive 12 month period shall be considered a Guest. Notwithstanding the above, a Guest shall explicitly not include any Vendors, employees, contractors, or other agents of an Owner and/or Resident.

**Owner:** Shall refer to the owner of record (whether one or more persons or entities), of any Unit which is part of No. 25 Downing.

**Recreational Facilities:** The Fitness Center, Loggia/Conference Area and the Courtyard/BBQ area.

**Resident:** Shall refer to any person whose place of residence is No. 25 Downing Condominiums whether as an Owner, tenant, or a visitor that stays with an Owner or tenant for more than 10 consecutive days in any consecutive 12 month period, and for no more than 40 days cumulatively in any consecutive 12 month period.

**Unit:** Each of the Units located within the Building, together with all Limited Common Elements appurtenant thereto, and together with an undivided interest in all General Common Elements, all as more fully set forth in the Declaration.

**Vendor:** A person or entity that provides goods or services to the Association or its Residents

## ATTACHMENT D

### BRIEF FACTS YOU SHOULD KNOW

**Office:** The office of the Manager is open five days a week Mon-Fri from 8:30am to 5:30pm.

**Executive Board:** The business affairs of the Association are governed by an Executive Board consisting of five (5) members elected by the Owners in accordance with the Declaration and the Bylaws.

**Board Meetings:** Board meetings are held periodically as provided in the Bylaws, and are open to all Members.

**Annual Meetings:** An annual meeting of the Members shall be held in accordance with the Bylaws, at which time such business as may come before the Members shall be addressed, including an election to fill expiring terms of Board Members. The annual meeting is open to all Members; however, only Members in good standing are entitled to vote.

**Intercom:** No. 25 Downing is a controlled access building. Guest and/or visitors must enter the building through the main entrance on the Courtyard. An intercom system operates between the outer lobby area and a resident's unit by telephone. By following the instructions a visitor may locate the desired resident's name in the building directory, and then call the resident on the intercom phone.

**Maintenance:** Maintenance of all general common elements is provided by the Director, or contracted out to a third party depending on the severity of the maintenance in question. Repairs inside a unit are the responsibility of the Unit Owner.

**Moving:** For moving in or out of No. 25 Downing, an appointment needs to be made with the office of the Director. Rules and regulations pertaining to moving may be found in Attachment A.

**Fitness Center:** Located on the first floor of Building 1, this "co-ed" facility is open to all residents.

**Television:** All units are wired for cable or satellite service. Service is through private arrangement with the cable or satellite contractor of Resident's choice.

**Insurance:** The Association's policy excludes coverage for personal belongings and personal liability. Residents may wish to consider coverage under a "HO-6" policy. Full information about Association coverage and its limitations is available at the office of the Director.

**Courtyard BBQ:** The Courtyard BBQ is for the use of Owners and/or Resident's. If you would like to reserve the grill for a private party please contact the Director.

**Loggia:** Located on the first floor of Building 2, this conference/entertaining area may be reserved by members for private use. Reservations of this room are to be coordinated with the Director. The room is open for casual use by members and their Guests from 7:00 a.m. to 10:00 p.m. if not reserved.

**Energy Conservation:** Everyone benefits financially from conservation of energy through conservative thermostat settings; use of cold or warm water in washing machines when such will suffice; attention to changing air filters; attention to turning off lights when not needed for Loggia, Fitness Center and Courtyard.

**Fresh Air:** Building corridors normally have "positive pressure" status, meaning that air doesn't flow readily from units into the corridor areas, but vice-versa. Such system is defeated, however, when unit doors are permitted to stand open thus possibly permitting smoke, food odors, etc. to enter corridors and other units. Fire codes require that Unit doors be kept closed at all times.

**Fire Safety:** No. 25 Downing has been constructed to conform with fire and safety codes in the City and County of Denver. This includes hardwired smoke detectors throughout the building, and fire alarms on every floor. In addition, each unit has room smoke detectors and sprinklers. **Residents tampering with detectors and alarms within their Unit are subject to fines by the City and County of Denver.**

**Annual Fire Testing:** It will be necessary to have access to each unit for the annual testing of the fire alarms. Residents will be notified as to when such testing will occur and that the on-site Director will have the "Grand Master" key to access the units and to accompany the contractor during the test. If a homeowner would like to be present at the time of the test, they will need to arrange this with the Director.