



CONDOMINIUM ASSOCIATION

**RULES AND REGULATIONS
AND
POLICIES AND PROCEDURES
GLENBOROUGH CONDOMINIUM ASSOCIATION**

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**Managed by LCM Property Management, Inc.
1776 South Jackson Street, Suite 530, Denver CO 80210
Phone 303-221-1117 Fax 303-991-1136**

PREFACE

These Rules and Regulations and Policies and Procedures have been adopted and implemented to protect the investment of the owners and to enhance the values of the properties.

A non-paid, homeowner, volunteer Board of Directors shall be elected by a vote of the Owners in annual meetings or special meetings of the Association, at which a quorum is present, called for that purpose according to the Articles of Incorporation and By-Laws of the Association.

The Board of Directors may pass rules and regulations, with majority owner approval, governing the operation and use of the common elements. The Board of Directors may appoint special committees to aid in management of the Association. It is also extremely important for owners to be cognizant of the “Declaration of Covenants, Conditions and Restrictions for Glenborough Condominiums” which were issued to each owner upon taking ownership of a Glenborough residence.

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Pursuant to Section 6.5.2 (v.) of the Declaration of Covenants, Conditions and Restrictions, Article IV, Section 4.3 of the Bylaws and Article III of the Articles of Incorporation, the Board of Directors of the Condominium Association (hereafter Board of Directors) may pass rules and regulations governing the Condominium project and the operation and use of the Common Elements. These Rules and Regulations have been adopted and implemented to protect your investment and to enhance the value of the condominiums.

1. Service and Maintenance Policy Standards.

1.1 In General: These policy statements define the diverse responsibilities of the Association to the unit owners with regard to the maintenance of individual units and common elements. The standards below which are to be considered a measure of the responsibility of the Association are to be interpreted in the sole discretion of the Association.

The Association shall endeavor to maintain the Common Elements and portions of Units, if any, which are the responsibility of the Association in a manner consistent with the governing documents. The Association is responsible for outdoor maintenance of the exterior of buildings and Units. Inside maintenance and repair is the responsibility of the Unit Owners. A unit Owner assumes responsibility for inside maintenance upon purchase. It is the policy of the Association to maintain the exterior of the buildings and the elements which are a part of the Common Elements in a condition comparable to that which existed when the Declaration was recorded. Cycle periods have been or will be established for items which require maintenance at regular intervals.

1.2. Building Exterior Maintenance Policies:

1.2.1. Painting: Exterior doors and trim will be painted on a periodic basis by the Association.

1.2.2. Doors: Repair and replacement of unit entry and garage doors will be at the cost of the unit owner and must meet with the approval of the Board of Directors. Replacement doors must maintain the same appearance and color as the majority of the adjacent units. If the entry door or garage door cannot be exactly matched, then it is the owner's responsibility to provide an alternative for board approval. The specifications for the proposed replacement must be submitted in writing to the HOA Board for approval prior to installation.

1.2.3 Garage Door Openers: Replacement garage door openers must be a quiet drive mechanism and must not be mounted to structure. Submit replacement request to HOA Board for approval. Note: The intent is to minimize the noise and vibration transmitted between units.

1.2.4. Roofs: The Association is responsible for repairs and replacements of the roofs.

1.2.5. Windows, patio/balcony glass doors and skylights: Windows, patio/balcony glass doors and skylights are the responsibility of the Unit Owners. Operating mechanisms are the responsibility of the Unit Owner. All replacements or repairs to the windows, patio/balcony doors and skylights must maintain the same appearance and color as the existing exterior and must be submitted in writing to the HOA Board for approval prior to installation.

1.2.6 Screen or Security Entry Door: The addition of a screen or security door must be submitted in writing to the HOA Board for approval prior to installation.

1.2.7. Exterior Light Fixtures: Exterior light fixtures outside the entrance and garage doors are the responsibility of each Unit Owner. The recessed lights above the garage door are run off of each unit's electricity. The Association may assist with replacement of burned out bulbs, but each owner is responsible for the repairs or replacements of the fixtures.

1.3. Building Interior Maintenance Policies:

1.3.1. Alterations: Any alterations to Unit interiors made by Unit Owners must comply with all applicable building codes and permit requirements and must not jeopardize the structural integrity of a building.

1.3.2. Common Electrical Wiring and Plumbing. If a repair is required to plumbing or electrical wiring common to more than one Unit, the Association will perform the repair and will restore the structure as closely as possible to the original standard condition. Any additional cost will be the responsibility of Unit Owner.

1.3.2.a If replacement air conditioner conduit is required, and the required replacement will impact more than the owner's unit, a routing plan must be submitted to the HOA Board for approval prior to installation. All replacement costs, from condenser to coil, will be the responsibility of the Unit Owner. Note: this is primarily a concern for B and C Units due to revised Building Code requirements. The current conduit the refrigerant piping is routed in is too small to accommodate the new code requirements.

1.3.3. Unit Electrical and Plumbing Fixtures: The electrical, air conditioning and plumbing fixtures within the Unit, serving that Unit, are considered part of the Unit and the property of the Unit Owner. Repair or replacement is the responsibility of the Unit Owner.

1.3.4. Interior Walls, Floors and Ceilings: The interior walls, floors and ceilings repairs caused as a result of water entering the building from outside the

building, unless caused by the Association's failure to maintain, will be the responsibility of the Unit Owner. Owners are encouraged to carry an HO 6 insurance policy or a Condominium Policy if they are renting out their unit, to cover the interior of their units and personal property.

1.3.5. Insects: In the case of an infestation, the Association will treat for insect or other vermin extermination in a building at the expense of the Unit Owner of the Unit infested, unless the infestation was caused from another Unit, in which case it will be at the expense of the Unit Owner from which the infestation emanated. Insects of any type will not be treated by the Association. An infestation is defined as a swarm of insects.

1.3.6. Dryer Vents: Dryer vents will be cleaned by the Units Owner.

1.4. Snow Clearing: The Association will contract for snow removal. Snow will be removed from walkways and stairs on storms according to the specifications of the current snow removal contract. The exact time of snow removal will vary depending on contractor schedules. Owners are urged to avoid parking on the loop road during snow storm in order to facilitate snow removal.

1.5. Trash Collection: Trash will be collected according to the schedule determined by the City of Denver.. Trash should be put out not earlier than the night before pickup and must be in closed containers or bags. Trash containers/bags are not to be placed on garage driveways, or on grass or sprinkler heads.

2. Motor Vehicles/Parking

2.1. Occupancy: Only passenger cars, motorcycles, and small trucks or vans shall be parked in the designated parking areas of the complex.

2.2. Park Within Spaces: No vehicle may be parked or extend beyond the spaces designated as parking spaces on the map, plat or site plan.

2.3. Long Term Parking Registration: No vehicle shall occupy a parking space for more than 72 hours. Exceptions for emergency or special situations which may arise will require prior approval of the Management Company. Note: Outside Parking Areas, including parking pads and the outside ring road, are intended for occasional visitor use only.

2.4. No Parking Areas: Stopping briefly for discharge or pickup of passengers is permitted in access driveways. Parking is prohibited in garage access driveways. Parallel parking only is permitted on the outside of the ring road. There is no parking allowed on the inside of the ring road. (This is to facilitate access by emergency and/or fire vehicles.)

2.5. Inoperative, Unused, Non-registered or Abandoned Vehicles: No inoperative, unused, non-registered or abandoned vehicle shall be stored, parked, maintained or kept upon any part of the Community.

2.6. Garages/Parking: Garages are for their intended use. Two vehicles are to be parked inside the garage at all times before allowing a resident vehicle to park in an open space. Storage in the garage which prohibits this use is not allowed. Owners cannot park more than 1 vehicle in an open space. (Limit of three vehicles per Unit).

2.7. Restrictions of Vehicle Maintenance: No automotive maintenance of any kind is to be performed within any part of the common area. Light maintenance only, may be completed inside garages.

2.8. Speed Limits: The speed limit is 15 mph within the community. Speeding or reckless driving will not be tolerated.

Violation of these parking regulations may result in towing from the property.

3. Collection Procedures: The Association has adopted the following procedures and policies for the collection of assessments and other charges for the Association in accordance with the legal documents.

3.1. Due Dates: The annual assessment as determined by the Association as allowed for in the Declaration shall be due and payable in 12 installments due on the first day of each month. Assessments or other charges not paid to the Association by the 15th day of the beginning month in which they are due shall be considered past due and delinquent.

3.2. Invoices: The Association may, but shall not be required to invoice an Owner as a condition to an Owner's obligation to pay assessments or other charges of the Association.

3.3. Late Charges Imposed on Delinquent Installments: A monthly installment of the annual assessment shall be past due and delinquent if not received at the remittance address on the payment coupon by the 15th day of the month in which it is due. The Association shall impose a twenty Dollar (\$20.00) late charge on the outstanding or past due balance due the Association and 21% per annum on the outstanding or past due balance then due to the Association. Automatic withdrawal of monthly assessments is currently available by contacting the management company.

3.4. Interest: Delinquent Assessment, fines or other charges due to the Association shall bear interest at the rate set forth in the Declaration (21% per annum on the entire outstanding balance).

3.5. Attorney Fees on Delinquent Accounts: As an additional expense permitted under the Declaration, Articles and By-Laws, the Association shall be entitled

to recover its reasonable attorney fees incurred in the collection of assessments or other charges due to the Association from a delinquent owner.

3.6. Liens: The association attorney may file a Notice of Lien against the property of any delinquent owner in accordance with the terms and provisions of the governing documents and take further action as necessary for collection of past due assessments, charges and/or fines.

3.7. Returned Check Charges: A \$50.00 fee or other amount deemed appropriate by the Board shall be assessed against an Owner in the event any check or other instrument attributable to or for the benefit of such owner's property is not honored by the bank or is returned by the bank for any reason whatsoever, including, but not limited to insufficient funds. Such returned check charge shall be due and payable immediately upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the owner(s) of the property for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Colorado Statutes, Rules and Regulations or the above mention resolution.

3.8. Application of Payments: All payments received on the account of any owner shall be applied in the following order: 1) any and all attorney fees, legal fees and costs incurred for collection of assessments or for owner's failure to comply with provisions of the Association's Declaration, Bylaws, Articles of Incorporation, or Rules and Regulations, including lien fees; 2) fines, late charges and interest; 3) returned check charges and other costs owing or incurred with respect to such owner pursuant to the Declaration, Colorado statutes, Rules and Regulations, or this policy; and 4) assessment due or to become due with respect to each owner

4. Increased Risks, Damage: Nothing shall be done or kept in or upon a Unit or upon the Common Elements, or any portion thereof, which would result in the cancellation of the insurance as maintained by the Association, without the prior written approval of the Association. Nothing shall be done or kept in or upon any Unit or in or on the Common elements, or any portion thereof, which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof, shall be committed by any Unit Owner, or any member of the Owner's family, guest, invitee or contract purchaser of any Owner. This specifically refers to, but is not limited to, the storage of flammable liquids in any Unit or on the Common Elements.

5. Window Coverings: All windows shall be covered with curtains, drapes, or other acceptable coverings within no more than six (6) months after occupancy. Only customary and conventional window coverings are allowed. No newspapers, foil, sheets, blankets, wood, cardboard etc.

6. Alterations, Additions or Improvements to Common Elements: No alterations, additions or improvements may be made to the Common elements (exterior of any individual unit) without the prior written consent of the Board or the committee established by the Board, if any, having jurisdiction over these matters. No clothes, laundry, or any other kind or articles shall be hung out of a building or exposed or placed on the outside walls or doors of a building, or on trees. No sign, awning, canopy, shutter or any other item(s) shall be affixed to, or placed upon, the exterior walls or doors, roof, or any part thereof or exposed on or at any window. Holiday decoration must not damage the buildings exterior. Owners will be responsible for the cost of repair to the building caused by nails, screws and/or staples. Decorations must be removed within two weeks after the Holiday.

6.a. Political Signs: Political signs are allowed to the extent required by Colorado State Law. Signs may only be placed in the unit owners limited common areas (i.e. within the confines of your Unit but can be viewed from a common area). Signs may not be placed in any common area, including, but not limited to, the outside of the buildings, or placed in the landscaped areas, including lawn or other common areas.

7. Lint Filters on Dryers, Grease Screens on Stove Hoods: All dryer vents shall have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods shall have grease screens installed to prevent grease from accumulating in the duct. All such filters and screens shall at all times be used and kept clean and in good order and repair by the unit owner.

8. Obstructions: There shall be no obstruction of the Common elements, nor shall anything be stored outside of the Units without prior written consent of the Board, except as expressly provided. Patio furniture, consisting of all-weather chairs and tables, and gas or electric barbecue grills will be allowed on the deck and patio provided that they remain in good condition and repair.

9. Storage of Unsightly/Unsafe Items: No person shall place, store, or maintain any unsightly or unsafe furniture, fixture, device, article or other item or thing, including, but not limited to, appliances, automobile parts and tires, cardboard boxes, newspapers, or anything flammable, on any patio or area visible from the Common Elements. Storage of materials in areas designated by the Board, including any storage in crawl spaces shall be at the risk of the person storing the materials.

10. Proper Use: Common Elements shall be used only for the purpose for which they were designed. No person shall commit waste on the Common Elements, interfere with their proper use by others, or commit any nuisances, vandalism or damage on or to the Common Elements.

11. Annoyance or Nuisance: No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants or which may interfere with their

peaceful enjoyment of the Common Elements for the purposes for which they were designed. No Unit Owner or occupant shall make or permit any disturbing noises or nuisance activities or do or permit anything to be done that will interfere with the rights, comforts, or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall pay or suffer to be played, any musical instrument or operate an engine, device, television set or radio, etc. at a high volume or in any other manner that shall cause unreasonable disturbances to other unit owners or occupants. Complaints regarding this type of activity should be reported to the local police.

12. Pets: Only two (2) usual and ordinary household pets not to exceed 50 pounds each are allowed in any unit. No livestock animals including pigs are allowed. Animals are to be leashed at all times when out of doors. This includes Common Areas, patios and balconies. Animals are not to be left or tethered outside or left unsupervised by their owners. Any waste from pets must be picked up immediately and any damage caused by pet waste is the responsibility of the Unit Owner.. Pets are not to cause a nuisance to any other Unit Owner.

13. Landscaping: Any additions, changes, or removals to outdoor landscaping in common areas must be submitted and approved by the HOA Board or its designated committee in writing. An application form is available for homeowners to use. If a request is denied by the committee, the homeowner may request a hearing before the HOA Board in writing.

14. Water Usage: Any outdoor water usage must be by hand held hose with a nozzle that allows water to be restricted and/or turned off when not in use. No sprinklers can be used. Water cannot be left running and unattended.

15. Compliance with Law: No immoral, improper, offensive or unlawful use may be made of the property. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and the State of Colorado and with all local ordinances. The violated Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for any violations or noncompliance.

16. Complaints: All reports of violations or infractions of the Declarations and Rules or Resolutions must be received in writing by the management company or verified by the managing agent while at the site for inspection. No verbal reports will be acted upon. All reports of violations or infractions must include the date, time, address related to the violation, type of violation or in fraction, and name, signature, address and telephone number of the complainant. The HOA Board of Directors will determine the appropriate action to be taken.

17. Violation Notification and Fine Procedures: Any violation or infraction of the Declarations or the published Rules and Regulations of the Association shall result in a compliance request and/or fine assessment being levied against the unit following notice and opportunity for a hearing as follows:

- 17.1. First Offense/Violation: Written reminder notice notifying homeowner and tenant of violation and asking for compliance within a set amount of time which depends on the severity of the violation.
- 17.2. Second Offense/Violation: Written notice sent to the owner and tenant of the unit in violation. If a violation has not been corrected in the amount of time stated in the first notice, a second notice will be sent to the owner giving them (10) days to correct the violation. In this letter, the owner will be notified of his or her right to a hearing before the Board of Directors prior to the issuance of a fine. The hearing must be requested in writing unit in violation within the 10 day limit for the correction of the violations or the first fine of \$50.00 will be assessed to the unit owners' account.
- 17.3. Third Offense/Violation: Written notice sent to the owner and tenant of the unit in violation that another fine of \$100.00 will be assessed on the unit owner's account.
- 17.4. Fourth Offense/Violation: Written notice sent to the owner and tenant of unit in violation that a fine between the amount of \$250.00 will be assessed against the unit owner's account.
- 17.5. Continuing Violation: In the event of a continuing violation, a daily fine may be levied if, and only if, the Board performs a daily inspection to verify the violation is continuing.
18. Legal Action: Notwithstanding any provisions in the Enforcement of the Declaration, Bylaws, and Rules and Regulations, the Association may use any legal means available at any time to enforce the terms of the Declaration, Bylaws, and Rules and Regulations, or any other governing document of the Association.
19. Response to Violation: Any responses to notices as described above and all requests for hearings shall be submitted in writing to the management company by the owner of the unit in violation.
20. Owner Responsibility: Owners are responsible for the actions of their tenants, guests and invitees, and will be responsible for any fines imposed due to their actions.

21. Leasing. Any Owner shall have the right to lease his or her condominium subject to the following terms and conditions:

21.1. All leases shall be in writing, with a copy thereof provided to the Association's managing Agent within ten (10) days of execution of the Lease;

21.2. All leases shall provide and state that the terms of the lease and the tenant's occupancy of the condominium shall be subject in all respects to the provisions of the Declaration, Articles of Incorporation, By-Laws, and Rules and Regulations of the Association and that any failure of the tenant to comply therewith shall be a default under the lease.

21.3. No lease or tenancy of any condominium shall be for a term of less than six (6) months as required by the Declaration.

21.4. No condominium shall be leased, occupied or used for transient, hotel, commercial or business purposes or activities.

21.5. All Owners of a leased condominium shall provide the Association, through its Managing Agent, with the mailing address for the non-resident Owner.

21.6. In the event of any violation of the Rules and Regulations concerning leasing, then in addition to all rights and remedies otherwise available, a penalty/fine assessment shall be imposed as indicated in Section 17.

21. Right To Amend: The Association shall have the right to add to or amend these rules from time to time as deemed necessary. Owners will be notified of any amendment as required by the governing documents.

22. Hierarchy of Governing Laws, Rules and Regulations: The bodies of the Condominium Association's governing laws, in descending order of supremacy are: the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, the ARTICLES OF INCORPORATION, the BYLAWS, and the RULES AND REGULATIONS. If two bodies of the governing laws are in conflict, the conflict will be resolved by applying the law which is the more supreme of the two bodies.