

**MONUMENT PARK PLACE CONDOMINIUM
OWNERS ASSOCIATION, INC.**

RULES AND REGULATIONS

(Apply to All Occupants and Owners)

(Dated October 14, 2014)

Introduction. The Monument Park Place Condominium Owners Association (the “Association”) complies with all federal, state and local laws. Each Owner of a Condominium shall read and comply with the Association Documents, which includes the Declaration of Covenants, Conditions and Restrictions; the Articles of Incorporation; the Bylaws; the Policies and Procedures, and these Rules and Regulations (the “Rules”). These Rules supersede all previous Rules & Regulations. The Association’s Board of Directors (“the Board”) shall have the power to enforce the Association Documents and to amend these Rules from time to time.

The Rules and Regulations are intended to reflect the guidelines for living conditions within the community and are compiled as the separate document. The Policies and Procedures are intended to reflect the governing guidelines and laws of the Association.

1. Association Management. The services of a management firm (the “Managing Agent”) have been contracted to handle the day-to-day enforcement of these Policies, Procedures, Rules and Regulations (the “Rules”), as well as the Declaration and Bylaws. The Managing Agent is authorized to take those actions necessary to ensure the compliance of all residents with the standards of the complex.

2. Leasing of Condominium Units. An owner who leases a unit shall provide a copy of the lease, fully executed, to the Managing Agent within fifteen (15) days of execution. Noncompliance will be treated as any other violation. The owner and/or occupant must take extreme care in moving into and out of the complex. Any damage to the common areas of the complex caused by an owner, resident, their agents or visitors will be repaired by the Association at the expense of the owner or occupant. All leases shall provide that the Association may, on behalf of the owner, evict any tenant or occupant who is violating the Declaration or these Revised Rules. An owner who leases a unit shall be responsible for advising his tenants of the Declaration and these Revised Rules and shall be responsible for any violations or damages caused by the tenants.

3. Architectural Control.

Each Owner shall strictly comply with the requirements for architectural approval set forth in the Association Documents. The Board shall have sole and complete discretion in interpreting, enforcing and determining compliance with the architectural control provisions of the Association Documents. The Board may determine in its sole discretion whether any applicant has met the procedural and other requirements of architectural review. Without prior written

approval of the Board, which in its sole discretion may impose conditions, restrictions or prohibitions:

- a. No buildings, fence, wall, other items, or other structure shall be commenced, erected or maintained upon the Common Elements, nor shall an addition to, or change or alteration therein be made until the plans and specifications have been approved by the Board.
- b. No Owner shall attach awnings, screens, screen doors or other items to the exterior of the building, except those specifically approved by the Board.
- c. No Owner or occupant shall allow any bicycles, toys or similar items to be left on the entryways, or otherwise on the Common Area, walkways, garage and carports where they may be visible from another unit. Likewise, landscaped areas are to be kept clear of Owners' personal items unless approved by the Board.
- d. Decisions of the Board of Directors on the approval or denial of an owner's application for architectural or landscaping changes shall be made in accordance with the standards and procedures set forth in these Revised Rules, the Declaration, and the Bylaws.

4. Parking Areas.

- a. No vehicular traffic shall exceed 5 mph within the complex. All residents and guests shall drive with extreme care to avoid injury to children, other residents and other vehicles and property.
- b. All vehicles shall meet local noise and safety requirements, and automobiles or motorcycles without mufflers in good working order are prohibited.
- c. No recreational vehicles, boats, campers, trailers, junk or inoperative vehicles, as determined in the sole discretion of the Board, shall be parked on any part of the property.
- d. No mechanical work whatsoever will be performed on vehicles.
- e. Electrical outlets cannot be used for personal appliances
- f. "Junk vehicles" are prohibited. A junk vehicle shall mean a vehicle which appears in the discretion of the Board to be in need of repainting or substantial repairs or lacks a current license plate or appears to be inoperable and damaged.
- g. Notwithstanding the foregoing, emergency motor vehicles are permitted in the unit occupant's designated space and guest parking spaces if the emergency motor vehicle meets each of the following requirements:

- i. the emergency motor vehicle is required by the occupant's employer as a condition of employment;
 - ii. the emergency motor vehicle weighs ten thousand pounds or less;
 - iii. the occupant is a member of a volunteer fire department or is employed by a primary provider of emergency fire fighting, law enforcement, ambulance or emergency medical services.
 - iv. the emergency motor vehicle has some visible emblem or marking designating it as an emergency vehicle; and
 - v. the parked emergency motor vehicle does not block emergency access or interfere with the reasonable needs of other unit owners or occupants to use the streets and parking spaces within the complex.
- h. The parking of an emergency motor vehicle shall not obstruct emergency access or interfere with any reasonable need of other unit owners to use the streets or driveways within the Association, including without limitation extending into such streets, driveways, extending into other parking spaces or to denying other owners use of parking spaces or guest parking.
- i. Any vehicles which are parked illegally or in violation of these Rules or the Association Documents may be towed, removed or disabled by the Association, and any expenses therefore shall be paid by the offending party.

5. Pets.

- a. Residents shall be permitted to have not more than two animals (dogs/cats) not to exceed a weight of 40 pounds each. These animals cannot be bred or kept for commercial purposes, cannot make objectionable noises or otherwise constitute a nuisance or inconvenience to any residents, and are to be kept in compliance with all applicable ordinances. Residents shall not permit any pet to run loose around the buildings or about the grounds. No resident shall permit any pet to be outside the unit unless on a leash in the hand of a responsible person or in a carrier container. Pets shall not be permitted to defecate on the walks, driveways, or landscaped areas in or about the buildings and in the event such shall occur, the pet owner must immediately pick up after the animal. The Board may adopt rules in the future to regulate or even prohibit any of the above types of pets.
- b. Noisy pets, whether inside or outside a unit, will not be tolerated.

6. Quiet Hours. Quiet hours for the complex are from 10 pm to 8 am. All residents should take extra measures to ensure no noise from their unit bothers other residents.

7. Nuisances.

a. Owners and/or occupants shall not create any situation wherein their actions or conduct, as determined by the Managing Agent or the Board, represents a nuisance, disturbance, or health hazard to other residents. This includes but is not limited to noise, loud music, late-night parties, or offensive odors (e.g. cooking, incense, smoke of any kind). Smoking of cigarettes, cigars, pipes or any other form of tobacco or marijuana is permitted only if precautions are taken to prevent any secondary smoke from entering other condominium units.

b. No Owner shall allow noise by radios, televisions, vacuuming, washer and dryer or otherwise to annoy other Owners.

c. No Owner, guest, family member or tenant shall damage the landscaped areas nor any of the private streets, sidewalks or other common property of the Association.

d. No Owner or occupant shall discharge any firearms on the complex.

e. No Owner or occupant shall use any outdoor cooking device or patio heating device in a manner to cause fire danger or disturbance to other residents.

f. No Owner and/or occupants shall not store quantities, beyond normal household needs, of any flammable fluids, solvents or toxic materials of any kind in their Condominium, garage, or any common area.

g. No part of the Common Area will be used for team sports activities.

8. Soliciting. Soliciting, whether commercial, political, religious, or otherwise is strictly forbidden within the complex. To the fullest extent allowed by law, any such solicitors shall be trespassers and subject to civil and criminal penalties.

9. Balconies and Patios.

a. Balconies, patios, and decks may not be used as storage areas nor in any way that may distract from the appearance of the building.

b. Residents shall not dry or air clothes on the decks, balcony, or patio areas or on lines or poles hung on the exterior of any building. No wood storage or other storage of items shall be allowed on the exterior of any building.

c. No resident shall allow anything whatsoever to fall from the balcony nor shall resident sweep or throw from the balcony any dirt or other substance.

d. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades or screens shall be attached to, hung, or used in conjunction with any balcony, patio, window, or door of the unit without the prior written approval of the Board. All residents and occupants shall use care in items or fixtures kept on balcony or patio areas to ensure items are not blown from or fall from same.

10. Signs and Displays, Flags and Flag Poles.

a. No signs, announcements, advertising or unsightly objects of any kind may be exhibited, painted, affixed to or located upon any Lot or Unit, except for two small security system signs, or conventional **“For Sale/Rent,”** signs and seasonal decorations (if removed within 14 days after the occasion), and acceptable decorative items on porches, as judged by the Board.

b. No unit owner or occupant shall put solar film or similar products on any windows in the unit nor solar collectors on the roofs without the prior written approval of the Board.

c. No signs will be posted, placed, or displayed on any Association property or landscaping including fences, gates, light or sign posts.

d. Notwithstanding the foregoing, the following types of signs/displays are permitted under the following conditions:

i. American Flags. The American flag may be displayed on an owner’s property or within the window of a unit, but may not be attached to the exterior of the unit in any manner except by a bracket or pole, which has been approved by the Association. Owners are responsible for repairing any damage caused by installation of a flag holder. The flag must be displayed in a manner consistent with Federal and State Flag Codes. The flag may not be any larger than 36 inches by 48 inches.

ii. Service Flags. A Service flag bearing a star denoting the service of the unit owner or occupant or a member of unit owner’s or occupant’s immediate family in the active or reserve military service of the United States during a time of war or armed conflict may be displayed on the inside of a window or door of the unit. The Service flag may not exceed 36 inches by 48 inches.

iii. Flagpoles. Owners shall not be allowed to erect a flagpole on Association property.

iv. Political Signs. Except to the extent restricted by city, town, or county ordinance, a unit Owner or occupant may have no more than one political sign per

political office or ballot issue that is contested in a pending election, as defined by the statute, to be located within the boundaries of the unit or in a window of the unit, with a maximum dimension of 36 inches by 48 inches. Such political signs may only be displayed no earlier than forty-five (45) days prior to the election day to which the sign pertains and no later than seven (7) days after said election day.

11. Trash Collection and Removal. All garbage must be placed in a receptacle, sealed, and deposited into the appropriate dumpster. Please comply with the recycling guidelines provided by the commercial operator when placing trash (not garbage) into the recycling dumpster. The Association will provide for the garbage and recycle collection in dumpsters provided by a garbage company.
12. Grounds, Sidewalks and Common Areas.
 - a. The sidewalks and entrance areas must not be obstructed or used for any purpose other than ingress and egress to and from your unit.
 - b. These areas should not be used for the storage or temporary placement of anything. This includes toys, bicycles, storage containers, furniture, etc.
 - c. Each Owner and the Owner's family, guests, contractors and invitees may use the Common Area, including the sidewalks, for the purposes intended, subject to these Rules and the Directions of the Board.
 - d. No owner or occupant shall erect or have erected any form of aerial, antenna, poles, wires, or similar objects or unsightly objects of any kind for the purpose of radio, television or hi-fi reception on any balcony, roof or building exterior without the prior written approval of the Board. Satellite dishes, while permissible, must be approved for size and locations by the Board.
 - e. No bird feeders or feeding wild animals will be allowed/
13. Owner Maintenance.
 - a. An Owner shall be responsible for the maintenance, repair, replacement, alterations and remodeling of the following:
 - i. Interior walls, floors and ceilings of unit and materials thereof, including plaster, gypsum, drywall, paneling, woodwork, wallpaper, paint, carpet, wall and floor tile and flooring, which make up the finished surfaces of the perimeter walls, ceiling and floors within the unit. Any replacement or alterations to interior supporting walls (load bearing walls) must have prior written approval of the Board.

- ii. All interior and exterior doors, screens, windows and window fixtures. The Board will schedule cleaning of the exterior of the picture windows twice a year (in about May and November).
 - iii. All cabinets, kitchen and bathroom fixtures and equipment, and built-in appliances.
 - iv. All lighting, plumbing, furnace, air conditioning and heating improvements, which are exclusive use of the unit, and related hardware, except for lines or pipes to the extent they are located or run through the ceilings, floors or walls of the building's structure, which lines or pipes shall be the Association's responsibility as provided in the Declaration of Covenants.
 - v. All utility lines, pipes, conduits, equipment and fixtures from the point where they enter the unit.
 - vi. The balcony or patio which forms a part of the unit. The Association is responsible for the painting, repair, replacement, alterations, and remodeling of the exterior walls and ceilings.
 - vii. The homeowner is responsible for the window unit (what is purchased from the manufacturer) and is placed in the frame of the wall. The window unit includes the total frame of the window, glass, seals, and mechanical mechanisms to open and close windows. The Association is responsible for the framing around the window unit and the siding around the window. Therefore, if a leak occurs between the window unit and framing, it is responsibility of the Association. All window replacement must be approved by the Board before the work can be done.
- b. Owners or occupants who purchase or install, at their own expense, Association-approved items, such as security doors, awnings and window-well covers shall be solely responsible for maintaining and replacing them, as deemed necessary by the Board. Likewise, any new Owner or occupant of a property containing such improvements will assume responsibility for maintaining and replacing them, as deemed necessary by the Board.
- c. No external gas lines for the delivery of the gas to units for such purposes as heating, cooking, providing fuel for gas-log fireplaces, etc. will be permitted.

14. Utilities.

- a. All owners and/or occupants must exercise diligence in the conservation of utilities.
- b. During periods of extreme cold, it is the responsibility of each owner and/or occupant to maintain a temperature within their condominium unit sufficient to prevent interior pipes from freezing. If an occupant turns their thermostat to a low setting and

leaves the unit unattended during periods of extreme cold, there is a risk of pipes freezing and causing substantial damage to their unit and possibly to the adjoining condominium units. If such damage occurs, the Monument Park Place Condominium Owners Association, Inc. shall not be liable.

15. Guests, Family Members, and Tenants. Each Owner shall be liable for any violations or damage done by that Owner's guests, tenants, contractors, invitees, or family members, and each Owner shall be subject to fine for any violation of the Association Documents by those persons. Each Owner shall make such persons fully aware of the Association Documents and their requirements and shall incorporate the same into any leases and agreements.

16. Amendments. Any policy, procedure, rule, or regulation of the Association, including these Rules, may be amended, deleted, replaced, or augmented at any time by the Board, in accordance with the Association Documents. Any Owner who desires any type of modification of a policy, procedure, rule, or regulation of the Association can make a request in accordance with procedures specified in the Policies and Procedures

These Rules and Regulations may be changed or added to by the Board of Directors of the Monument Park Place Condominium Owners Association in support of the Association and/or in response to Colorado Law.

Adopted by the Board Members, October 14, 2014