

Banque Condominiums

RULES AND REGULATIONS

December 2017

7525 W 62nd Avenue, Arvada, CO 80003

HOA Mailbox #19

RULES AND REGULATIONS OF BANQUE CONDOMINIUMS.

ADOPTED December 7, 2017

1) In the event of an action or lawsuit for collection of any sums owed to the Association by any owner, tenant; or assignee of any owner, or in the event of the foreclosure of an assignment lien, or any other lawsuit or action for collection of any periodic assessment or special assessment or in the event of an action to enforce any provision, covenant or term of the Declaration of Bylaws, or any amendment or supplement thereto, or these Rules and Regulations, then the Association shall be entitled to its attorney fees and court costs, costs of litigation, deposition expense, copies and all other expenses of conducting the litigation or lawsuit. In the event any matter is referred to an attorney for action or collection and the sums owed are paid, or a matter is referred to any attorney for enforcement of provisions of the Declaration, Bylaws, Rules and Regulations or any amendments or supplements. thereto, and compliance is obtained with or without a trial or final judgment, the Association shall be entitled to and shall be paid its attorney fees, costs and expenses of litigation.

2) No owner, tenant, guest, invitee, occupant or user of any unit shall bring, into any condominium unit of Banque Condominiums, or maintain there, any dog .Fish, birds, a small reptile contained within a 10 gallon tank may be maintained on the property except that no commercial aviary nor aquarium or breeding for intention to sell of any kind may be operated in any condominium unit at Banque Condominiums and no animals currently an residence and Banque Condominiums may be used for commercial purposes.

3) Pets and animals permitted at Banque Condominiums may not be maintained there if they (a) disturb any other occupant of the building. (b) cause any inconvenience, damage or unpleasantness for any other occupant or to or for any of the common areas or limited common areas of the condominiums (c) leave animal droppings on or in any of the common areas or limited common areas which are not cleaned up by the pet's owner (d) are outside the unit in which they are maintained in any manner except on a hand held leash or (e) are maintained in a way not in keeping with the ordinances of any and all governmental agencies, including those in the City of Arvada.

4) Those portions of the General Common Elements utilized for ingress and egress to and from the Condominium Units, including, without limitation, stairs, stairways, stairwells, interior and exterior walkways, parking entrance and exit, shall not be obstructed or used for any purposes other than for ingress to and egress from the Condominium units, nor shall the same be utilized for the storage or placement of furniture, articles or pets, including, without limitation, plants, boxes, shopping carts, bicycles, children's toys, baby carriages, etc.

5) No owner nor occupant shall make or permit any nuisance or disturbing noises to be made in the building or on the premises by himself, his family, friends, tenants, servants or other invitees; nor permit anything to be done by such persons that would interfere with the rights, comforts or convenience of other owners or occupants. No owner or occupant shall play loudly or allow to be played any musical instrument, radio, TV, hi-fi, tape recorder, CD Player, MP3 Player, stereo or the like in his own premises loud enough so that it can be heard by other

occupants between the hours of ten o'clock P.M. and the following eight o'clock A.M., if the same shall disturb or annoy other owners or occupants of the building.

6) Owners and occupants shall not be allowed to put their names in any entry, passageway, vestibule, hall or stairway of the building, except on the door of the Condominium Unit owned and/or occupied by such owner or occupant.

7) The toilets and waste plumbing systems located within the units and other water apparatus on the premises shall not be used for any purpose other than for which they were constructed and intended. No sweepings, grease, rubbish, rags, papers, ashes, or other substances shall be thrown or flushed therein. The cost of investigation, unclogging and repair of any damage to the property of others, including the Common Elements, resulting from the misuse of such facilities, shall be paid for by the owner responsible or by the owner whose tenant, lessee, invitee or guest is responsible.

8) Any damage to the building or Common Elements caused by moving and/or carrying articles therein shall be paid by the owner or person in charge of such articles.

9) Nothing shall be thrown or emptied by the owners, their family, friends, tenants, servants or other invitees out of the windows, or doors, or down the stairways or off the balconies or decks, or down the stairways, or in the common areas, nor shall anything be hung from outside the windows or decks or placed on the outside of the windowsills with the exception of decorative lighting, holiday decorations, hanging plants or professionally made "for sale" or "for rent" signs.

10) Water shall not be left running for any unreasonable or unnecessary length of time in any of the condominium Units or in any of the Common Elements.

11) No work on automobiles or other vehicles may be conducted on the common or private grounds of Banque Condominiums if the total amount of time required to complete the work initiated shall exceed 24 hours.

12) The property is hereby restricted to residential dwellings for residential use and use related to the convenience and enjoyment of such residential use and neither the condominium units, nor the garages nor the parking areas and driveways may be used for any commercial purpose. No business or commercial activities of any type may be conducted on the Property, provided however, that home based businesses that do not have any customer visitations are permitted so long as it does not disturb any other occupant in the building. The garages located on the property of Banque Condominiums may not be used for any purpose other than storage.

13) No owner or occupant shall interfere in any manner with any portion of the heating or lighting apparatus in or about the building.

14) Window shades that are made to function as windows shades such as blinds, drapes, window coverings, shades are allowed without Board approval. Occupant may not use any other material to cover the windows such as sheets, cardboard, aluminum foil, plastic, paint, etc at any time. No signs of any kind shall be placed in the windows or upon the doors or other exterior surfaces or Common Elements without prior written approval of the Association's Board of Directors.

15) Any outdoor antennae, satellite dish, or other object that is used to collect signals for the use of TV, internet, radio, satellite, wireless devices, mobile phones, etc must be approved in writing by the Board of Directors prior to attaching them to the building. Such devices shall be installed on the flat roof only and not on any part of the siding, trim, roof shingles. Installation must be done by a professional to prevent damage to the roof or future water damage due to lack of sealing all screw holes. Failure to get permission or failure to install items properly that cause damage may result in removal by the Association at the Unit Owner's expense. Items that have been installed as of September 1, 2016 are permitted to stay as they are unless and until such items are upgraded or changed, then permission from the Association Board of Directors must be acquired first.

16) Unless the Board of Directors of the Association gives advanced written consent in each and every instance, owners and occupants shall not install nor operate in or on the premises any machinery, or use any illumination other than electric light, or use or permit to be brought into the building or onto the premises or into the garages any flammable oils or fluids or other explosives or articles deemed to be hazardous to life, limb or property.

PARKING REGULATIONS

17) No owner or any guest, invitee, tenant or occupant of any unit or user of any unit shall be permitted to drive upon or park on the properties, or upon any limited or common element or any real estate described by the condominium map or upon any public right of way adjacent to any property described in the condominium map any of the following: Boat, truck over $\frac{3}{4}$ ton rated load capacity, off road vehicle, camper shell not mounted on a truck, self propelled motor home, mobile home or trailer. Parking of vehicles that match the items above may be given a temporary parking permit from the Board of Directors on a case by case basis and with good reason.

18) It shall be a violation of these rules for vehicles to be parked in the parking areas at Banque Condominiums if they are unlicensed, inoperative, junk cars, vehicles or machinery in which does not function or is not licensed for use on the public streets.

19) Parking must be in designated areas. No vehicles belonging to an owner, tenant, or guest of either may be parked in such a manner as to impede or prevent ready access to other parking spaces or driveways. Parking is not allowed in front of the trash bin or in front of the garages for any reason. The Board of Directors has the right to have vehicles booted or towed that are in violation of these rules or are infringing on such areas at the expense of the owner.

20) An owner shall not use, nor shall he permit his family, guests, tenants, or invitees to use parking spaces of other owners for any purpose. The Association reserves the right to boot or tow such vehicles so parked at the expense of the respective owner(s) thereof.

21) Vehicles may not be parked in landscaped areas nor on walkways.

22) Vehicles ordinarily used for commercial purposes may not be parked within the boundaries of Banque Condominiums except that a commercial vehicle making pickup or delivery to or in the condominium units or common areas as necessary, or for construction of or maintenance of the common properties shall be permitted.

23) No work of any kind shall be done upon the exterior building walls or upon the general or limited common elements by any unit owner. Such work is the responsibility of the Association. Request for such repairs shall be submitted to the Association in writing.

24) Disposition of trash and/or garbage shall be as follows: Trash or garbage may not be left in hallways, stairways or upon common elements or limited common elements that such items shall be placed in the dumpster located in the Northeast corner of the property for that purpose. Trash may not be placed on the ground or concrete in the enclosure in which the dumpster is located. Occupants that have oversized trash items must notify the Board of Directors so that a special pickup from the trash company may be made. Any additional expense for the special pickup will be charged back to the Owner's account. If board has not been contacted about large item drop off, board reserves right to charge and assess fines to cover additional pickup charge to haul away.

25) The Association assumes no liability for nor shall it be liable for any loss to articles stored in any common or other storage area.

26) No person, owner, tenant, guest invitee or occupant of any unit, nor user of any unit shall be allowed to use any charcoal grill, outdoor cooking stove, cooking device, fire, fireplace, gas grill, electric stove or grill, natural gas stove or grill of any other device or thing for the cooking, grilling, or heating of food or the generating of light or for making repairs of any nature outside the unit outside the property or upon the decks or outside the building or in any stairway or walkway.

27) Every owner, tenant and lessee shall supply to the Board of Directors his/her residence phone number, cell phone, and email (if available).

28) Decks and/or balconies shall not be used for storage of boxes, tires, furniture designed for the interior of the home or for storage of any unsightly items. Decks and/or balconies may be used for no other purpose than that for which they were intended.

29) Smoking shall be contained to the condominium decks or parking lot. No one shall be permitted to smoke in stairways, hallways or laundry rooms. Cigarette butts must be properly disposed of within a fireproof container and not thrown into any plants, grounds, rock

area, street, sidewalks, hallways, stairways, trash can or trash bin located in northeast corner of property.

30) For any unit that is being rented, it is the responsibility of the homeowner to notify the tenant of these Rules and Regulations. Should a rule be broken, the homeowner will be notified of the violation and will ultimately be responsible for satisfactorily remedying the violation and/or pay the fines associated with the violation.

31) These Rules and Regulation can be found on the HOA website: banquecondohoa.org and any updates will be supplied on that website along with other documents from the Board. Homeowner may request a login and password to gain access to all of these documents.

SUPPLEMENT TO THE RULES AND REGULATIONS OF BANQUE CONDOMINIUMS.
ADOPTED BY THE BOARD OF DIRECTORS OF BANQUE CONDOMINIUMS
December 7, 2017

Any unit owner who wishes to rent his Banque Condominium or to lease or to lease with option to purchase his unit must present to the Managing Agent (or, if there is no Managing Agent, then to the Board of Directors) the following form, signed by both the unit owner and the tenant or lessee:

"I have read the Rules and Regulations, the Declarations and the Bylaws of Banque Condominiums and I agree to comply with the requirements, rules and guidelines as set forth in these documents. I understand that, should I fail to do so, and should I be notified in writing by the Managing Agent or by the Board of Directors that I have failed to comply with the rules, requirements and guidelines set forth in these Documents, and should I then fail to correct the infraction, or should I continue the infraction, then the Board of Directors may have all rights of the Landlord for purposes of eviction."

"It is further understood that the Landlord is responsible for the actions of the tenant or lessee."

Landlord

Tenant/Lessee

Landlord

Tenant/Lessee

Date: _____

Failure to comply with these rules shall subject the Owner to enforcement actions pursuant to the Covenant Enforcement Policy in effect at the time of the violation of the rule occurred.