

ADOPTED 08/09/81
REVISED 03/13/94
EFFECTIVE 05/01/94

THE ATRIUM CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

A. CONDOMINIUM UNITS

1. Each member has total control and use of his/her condominium unit for residential living. Limitation imposed by the Association to enhance the quality of living for all members are:
 - a. Use which creates a nuisance for others. Each occupant should minimize noise in any form including music, machinery and appliances between the hours of 10 p.m. to 8 a.m.
 - b. Use shall not damage or interfere with the operation of the common area structural or mechanical elements.
 - c. Window and door decorating which are required inside the units should be of neutral color if visible from the outside.
 - d. No member/resident shall install or operate any heating or air conditioning equipment not a part of the unit, or use any illumination other than electric light, or use or permit to be brought into the building any flammable fluids, explosives or articles deemed hazardous to persons or property, without first obtaining written consent from the Board of Directors or Management Company.
 - e. No sign, signal, advertisement or illumination shall be posted, exposed on, or projected out of any window or other part of the building, except when approved in writing by the Board. Refer to 28.(f) of the Declaration of Covenants, Conditions and Restrictions (hereinafter the Declaration) for additional information.
 - f. Any owner renting his/her condominium shall inform the Association of the renter's name, term of lease and any other pertinent information. The owner will also provide the renter with a set of Association Rules and Regulations and will see to it that the renter and his/her family and guests abide by these rules. Refer to 28.(i) of the Declaration for further information and leasing requirements.

B. LIMITED COMMON AREAS

1. Carports

- a. The carports are for Residents only. No guest parking is allowed. Residents must register license plates with Management. Unauthorized and/or abandoned cars shall be removed at the owner's expense.
- b. No car maintenance/repair activities are permitted in the carports.
- c. Storage is not permitted in the carports, unless approved by the Board in writing.
- d. Parking is at the owner's own risk and owner's are encourage to lock their vehicles at all times.
- e. All vehicle's parked in The Atrium parking lot must have The Atrium parking stickers affixed and visible.

2. Balconies/Patios

- a. The balcony/patio floor may be covered with appropriate outdoor carpeting as deemed desirable by the homeowners.
- b. Owners/Residents have exclusive right to use the balcony/patio. Cleaning will be done so as not to interfere with balconies/patios below.
- c. Alterations, changes or additions and permanently affixing items to the balcony/patio is not allowed without written approval by the Board of Directors. This restriction includes planters, wind chimes, bird feeders, etc.
- d. Shaking things off of or drying things on the balcony/patio is not allowed. Dropping or throwing anything from the balcony, except for snow, is prohibited. No boxes, storage cabinets or non patio furniture items will be permitted.

C. COMMON AREAS

1. Swimming Pool

- a. The swimming pool is open from 8 a.m. to 9:30 p.m. daily. Management retains the right to close the pool at anytime for maintenance purposes.
- b. Children under the age of 13 must be accompanied by an adult resident.

- c. Residents may invite up to two guests per day to use these facilities. The resident is responsible for their conduct and safety.
- d. Swimmers shall wear bathing suits ONLY. Hair pins and suntan oils are to be removed prior to entering the water.
- e. No Association equipment or property shall be removed from the pool area.
- f. No inflatable rafts or balls are permitted in the pool.
- g. No running, pushing, or splashing is permitted in the pool area, and no glass should be brought in to this area.
- h. Residents are to clean up the area before they leave.
- i. All members/residents and their guests use the pool facilities at their own risk. NO LIFEGUARD WILL BE IN ATTENDANCE.

2. Racquetball Courts

- a. Court hours are from 8 a.m. to 9:30 p.m. daily, on a first come first served basis.
- b. Residents must accompany guests at all times, and play is limited to one hour.

3. Party Room

- a. This facility may be reserved by an adult resident through Management for the exclusive use by a resident and a maximum of 25 people between the hours of 11 a.m. and 11:30 p.m. The resident shall make a request to the management which is subject to approval. A \$100 deposit is required, which will be refunded if the party room is left clean and orderly, otherwise the deposit is forfeited.
- b. Residents reserving the Party Room are responsible for keeping their guests in the Party Room. They are not permitted to wander around outside, within the building, or in the pool/exercise area. The resident hosting the party must remain in the Party Room the entire time, and is responsible for the conduct and any disturbances which the function may cause.

4. Exercise Room/Saunas

- a. Residents are allowed two guests while using these facilities, and they are to be left clean and orderly.

5. Laundry Rooms

- a. Laundry rooms are open between 8 a.m. and 9:30 p.m. Please keep area clean, including lint filters, and putting trash in the trash can.
- b. No dyes or greasy clothes are to be put in the machines.
- c. Need for repair should be reported to the Management as soon as possible and note should be placed on the machine.

6. Parking Lots/Driveways

- a. No vehicle repairing or washing is permitted.
- b. Trailers, campers, and other recreational vehicles are allowed only by the specific approval of the Board. Refer to 28.(k) for further restrictions on parking and storage.
- c. All motorized vehicles are to have current licenses and are not to be left in the parking lots for extended periods of non-operation.
- d. The front circle drive is a 5 minute loading/unloading zone only, parking is not permitted.

D. RESTRICTIONS ON ANIMALS

1. One domesticated dog or a cat weighing less than 20 lbs., and birds or fish may be kept in a Unit, subject to all governmental animal ordinances and laws and Rules and Regulations of the Association or Board, provided that they are not kept for any commercial purposes. The owner is responsible for any damage caused by the animal(s) on the Project. No animal shall be allowed to remain tied or chained to any balconies/patios or other parts of the projects common area and may be removed by the Association or its agents as a result.
2. Each owner of a pet shall assume full responsibility for personal injury or property damage caused by such pet and any cost incurred as a result.
3. Any resident who violates this covenant shall be required to pay a Fine in his/her Unit for each month on which the violation occurs. In addition, any Resident who violates this covenant shall be subject to all legal remedies available to the Association, the Board, and all other residents, as stated in the Declaration, the By-Laws of the Association, and by the Law.

4. Any pet must be under the total control of it's owner at all times. The pet is not allowed in the Common Areas, or on other people's property, unless on a leash or being carried, and the owner is fully responsible for cleaning up after their pet. Any barking or obnoxious behavior will be cause for review and a hearing by the Board and consideration of removal of the animal from the building.

E. MISCELLANEOUS

1. Soliciting is prohibited.
2. Smoking is prohibited in the halls, entry ways, and all common areas.
3. Neither the Board, the Association, or Management is responsible for personal property left in cars or other areas of the Property. There is a lost and found available in the office as a consideration.
4. The management personnel are prohibited from entering individual units while they are on duty, except to perform work already authorized. Management will request written authorization from the resident to enter the unit in their absence, except in the case of any emergency.
5. Moving in or out of the building is not allowed after 9 p.m.
6. Trash chutes should be used between 8 a.m. and 9:30 p.m. Items too large for the chutes can be taken to the first floor receptacles. (The Security Keys will open the trash room door!)
7. Items too large for the trash receptacles can be removed by asking the Management to request a special pickup 24 hours in advance, cost of which would be the responsibility of the resident making the request.
8. All residents are encouraged to enforce the security system and not allow any unknown persons into the building.
9. Loss or damage to common area spaces, machinery, fixtures or furnishings caused by the Owner/Resident or by his/her family or guests shall be replaced or paid for by the owner/resident involved.

F. ARCHITECTURAL REGULATIONS

1. Any request for changes, alterations, and/or additions in Common Areas are to be presented to the Board of Directors in writing for review and recommendation to the Board. The Board of Directors and/or Board will respond in writing within 35 days from the date of receipt of the request.

2. Placement, transfer, or removal of furniture or wall hangings and/or design, and decorating of common areas or hallways is not allowed.
3. Temporary holiday decorations may be placed on the unit doors for a maximum of thirty (30) days.
4. Any request for structural modifications to the individual units is to be presented to the Board of Directors in writing for review and recommendation to the Board. The Board will respond in writing within 35 days from the date of the request.

G. ENFORCEMENT OF RULES AND REGULATIONS

1. Each Owner/Resident is responsible for full compliance with the Rules and Regulations by all family members, guests, and others they bring into the condominium or the building.
2. Any owner/resident can report loss or damage to personal property or any infraction of the established Rules and Regulations to the Management. Any request for enforcement by a unit owner/resident must be submitted in writing to the Management Company or the Board for review or action. The Denver Police will be called for law violations.
3. The Board reserves the right to amend, alter or cancel any of these rules and to make other such Rules and Regulations as may be deemed necessary for the safety, and cleanliness of the premises. Any restrictions defined in the Declaration require an Amendment to the Declaration to alter or cancel.
4. Enforcement procedures under these Rules and Regulations may be effected without regard to the prosecution and/or statute of the City of Denver, County of Denver, and/or State of Colorado.
5. If the Association brings a legal action to enforce any provision hereof, the violating party shall be subject to liability for costs, expert witness fees and reasonable attorneys' fees that may be incurred.
6. All complaints pertaining to infractions of these Rules and Regulations of Atrium Condominium Association must be in writing and addressed to the Board of Directors. The complaint must state the following:
 - a) Name or identity of individual (s) committing the infractions;
 - b) The unit number with whom the individual is associated and some description of the nature of the relationship, i.e., tenant, guests;
 - c) The identification of the Rule or provision violated;
 - d) The date, time and place of the infraction; and

- e) The name, address and telephone number of the person making the complaint and a brief description of the complaining individual's relationship to The Atrium Condominium Association, Inc.
7. In the event the Board does determine that an infraction of any rule has occurred, the Board shall impose a fine according to the following schedule:

First Offense within a six month period	Warning
Second Offense within a six month period	\$ 25.00
Third Offense within a six month period (In the case of an animal violation, mandatory removal of the offending animal from the building.)	\$ 50.00
Fourth and Successive Offenses (within a six month period)	\$100.00

8. In determining the number of offenses that have occurred within a six month period shall be the responsibility of the Board of Directors. Each infraction need not be of the same Rule or other provision.

ADDITIONAL COPIES OF THESE REGULATIONS CAN BE OBTAINED
FROM THE OFFICE AT NO CHARGE