

# FLORIDA PARK CONDOMINIUM ASSOCIATION, INC.

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# FLORIDA PARK CONDOMINIUM ASSOCIATION

## HANDBOOK of RULES and REGULATIONS

### EMERGENCY PROCEDURES

Fire, Police, Ambulance: Call 911

#### Association Emergencies:

Unit Gas/Electric Call Xcel Energy  
1-800-481-4700

Sewer Call the property manager  
(303-745-2220)-- 24 hrs/day.

Plumbing- Call the property manager  
(303-745-2220)-- 24 hrs/day.

Roof Leaks Call the property manager  
(303-745-2220)-- 24 hrs/day

PROPERTY MANAGER: Western States Property Services, Inc.  
10020 E. Girard Ave., #175  
Denver, CO 80231  
303-745-2220

This Handbook and the Rules and Regulations contained herein have been revised as of May, 2004.

Welcome to Florida Park,

This document has been prepared by the Board of Directors as a handy reference guide for the policies and facilities of Florida Park Condominium Association, Inc.

#### **About the Association:**

When you purchased a unit at Florida Park, you automatically became a member of the Association. Being a member of the Association carries benefits and responsibilities. If you are a tenant at Florida Park, you also have benefits and responsibilities. The Association is a not for profit corporation of homeowners established to govern the condominium property. All homeowners, tenants, and guests are subject to the rules set forth in the Condominium Declaration, the By Laws, and the Rules and Regulations.

The Association's Board of Directors is charged with the responsibility of enforcing these governing documents and any Rules and Regulations.

#### **About the Board of Directors:**

The affairs of Florida Park are governed by a five member Board. The governing documents require each member to be a homeowner. Board members are elected by the homeowners at the Annual meetings and serve without pay. The names of the current Board members are available upon request.

The Board of Directors meets monthly, usually on the 2nd Thursday of each month at 7:00 P.M. Homeowners are encouraged to present matters for consideration, in writing, to the property manager well in advance of the meeting. Please call the manager to verify the time and location of the meeting.

**Property Management**

The Board has named the professional management firm of WESTERN STATES PROPERTY SERVICES, INC. to handle the day to day matters of the Association. Their phone number is (303)745-2220. You may call them with any questions regarding Florida Park.

**Declaration, By-Laws, Articles, and Rules:**

The Condominium Declaration, amendments to it, and the By-laws are the governing documents that establish the property rights and obligations of the Association and homeowners. Copies may be obtained from the Jefferson County Clerk and Recorder. Each homeowner, and therefore tenants and guests, automatically agrees to comply with the provisions of these governing documents as well as the decisions and resolutions of the Directors which are contained in the Rules and Regulations.

"Homeowner" means the person or persons whose estates or interests, individually or collectively, constitute simple ownership of a condominium unit, but shall not include those having an interest in a condominium unit merely as security for the performance of an obligation.

"Occupant" means a person or persons residing in a unit regardless of whether the person is an owner".

**Rules and Regulations:**

These rules are designed to make living in our community pleasant and comfortable. In living together, all of us not only have certain rights but also certain obligations to other residents. The restrictions we impose upon ourselves are for our mutual benefit and comfort. The following rules do not supersede the Condominium Declaration, By-Laws of the Association or any other legal obligation. In fact, many of the rules are included in the Declaration and Bylaws.

Objectionable behavior is not acceptable even if it is not specifically covered in the rules. Violations by residents, contractors, guests or children are the responsibility of the Homeowner of the unit.

The rules will be enforced as follows:

Violations will be called to the attention of the homeowner of the unit by the Board of Directors or the Property Manager. Violators, and the unit owner, are subject to penalty assessments to gain compliance, court injunction and/or liability for damages, attorney fees, and other costs incurred by the Association.

**Reporting Violations:**

The most effective way to control any rules violations is to first confront the violator in a friendly manner. However, if you are not comfortable with this approach or it had no effect, promptly report the violation to a Board member or the Manager. To make a report you must keep an accurate record of the occurrence (address of violator, names, dates, times, descriptions, etc.).

**PENALTY FEE SCHEDULE**

- 1st Offense: Written Warning
- 2nd Offense: \$ 50.00
- 3rd Offense: \$ 75.00
- 4th Offense: \$100.00
- Subsequent: \$100.00

Any owner who is assessed a fine and wishes to dispute it, may do so in writing to the Board within 10 days of the date the penalty was assessed. A hearing will then be scheduled in front of the Board.

Any owner who refuses to pay a penalty fee is subject to a lien filed by the Association. The costs involved with the filing of a lien or any other legal work would be the responsibility of the owner.

The following information, written to help and inform the residents at Florida Park, incorporates and supersedes previously established rules and regulations. Please read carefully.

**MONTHLY MAINTENANCE FEE:**

Each homeowner is obligated to pay their share of the common operating expenses of Florida Park as determined by the Board of Directors through the annual budget process. This maintenance fee is due on the 1st of each month for that month, and subject to late fees, interest, and collection costs if not received by the Property Manager at their address by the 10th of that month.

The maintenance fee does not cover payments of interest or principal on homeowner mortgages nor does it cover property taxes levied on individual units. Covered items include: management, Common Area maintenance, trash collection, water/sewer, Common Area insurance, bad debts, and reserve. Copies of the budget and monthly financial statements may be obtained by any owner from the property manager.

**OWNER MAINTENANCE RESPONSIBILITY:**

Each owner is responsible for maintaining the interior of their unit. No owner shall undertake or permit any act which will affect the structural soundness of the building, alter its appearance, or cause damage to the Common Area or another unit. No structural changes to a unit or exterior alterations may be made without prior written approval of the Board of Directors.

When making a service request, if the problem reported does not involve Association property, the resident making the request (or the owner) will be billed for the service call and any repairs.

All repairs of internal installations or fixtures such as plumbing, electrical, telephone, doors, windows, window coverings, wall coverings, floor coverings and other personal property shall be at the homeowner's expense. If such repairs require the turning off of any building systems, the work must be scheduled with the property manager.

**WASTE REMOVAL:**

No resident shall permit anything to be thrown, swept, shaken or hung out of doors, windows or balconies, or into the hallways or stairways. Grease, bones, fibrous materials and other refuse should be properly bagged and carried to the outside trash bins. Only limited garbage is to be processed through the kitchen disposal units.

**Do not discard furniture, appliances, or any other items in the trash enclosures that cannot be placed into the dumpster. Those identified will be fined and charged the cost of removal of the objects.**

**LAUNDRY ROOM:**

The laundry room is located in the clubhouse building. It is for the use of residents only. Replacement keys are available from the manager at a cost of \$5.00 per key and may only be requested by a unit owner.

If a machine is out of order, it should be reported to the Automatic Laundry Company at the number posted in the laundry room.

Please help control maintenance costs by promptly cleaning up detergent/bleach spills, removing lint from lint traps, and leaving washer lids open after use for ventilation.

**BALCONIES AND PATIOS:**

Balconies/patios are not to be used for storage and must be kept clean and orderly at all times. Trash is to be taken immediately to a dumpster and not allowed to accumulate. No garments, rugs or other articles are to be hung on or from the balconies/fences. Stacks of firewood are to be kept neat and should not be visible from another unit. Residents with balconies are cautioned that any damage caused to the balconies by the firewood will be the resident's expense to repair. Any storage facilities must be approved by the Board prior to installation.

### **WINDOW AIR CONDITIONERS:**

Any new and existing window A/C units must appear professionally installed and must conform to the building exterior. The installation must not adversely affect the building exterior.

The unit must be approved, in advance prior to installation and in writing, by the Board of Directors.

### **WINDOWS / WINDOW COVERINGS:**

The Association is not responsible for the maintenance of glass surfaces. However, the Board is concerned with the overall appearance of the community and requires that all glass surfaces be properly maintained.

Only proper window coverings in good repair are allowed. Drapes/linings and blinds should be of a neutral color (white or beige). Aluminum foil, paint, blankets, sheets, bedspreads, tapestries, flags, styrofoam, and wood are not proper window coverings.

Screens must be in good repair, not torn or hanging.

### **WINDOW REPLACEMENT:**

Approved Requirements:

1. **Absolutely no windows or sliders may be replaced without prior written approval by the Board of Directors. Requests for approval must be in writing and must include pictures / brochures of the product you wish to install.**
2. One style permitted per unit. Refer to illustration
3. White is the only color approved for replacement windows.
4. No metal replacements are approved.
5. Safety glass to be used where required by municipal building codes.
6. Overall size of any given window frame shall remain the same.

Replacement Requirements:

One bedroom bottom story units – Both windows (one on front, one on building end) must be replaced.

One bedroom top story units – All three windows (two on front, one on building end) must be replaced.

Two bedroom mid-building units – All four windows must be replaced.

Two bedroom end units – Six windows (four on front, two on building end) must be replaced.

Smaller, kitchen window on lower story must be replaced with Full Slider style.

(see illustration, next page)

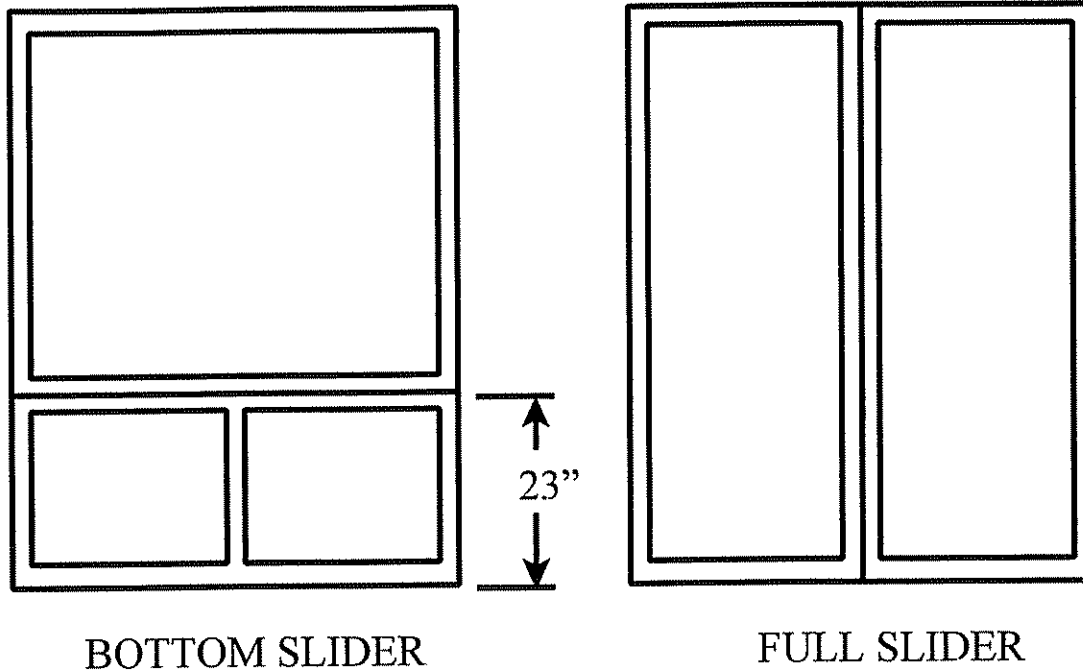
Sliding glass doors opening onto patio decks or balconies are not considered windows and are not required to be replaced in any of the preceding cases.

Items to Consider:

When shopping you may want to consider the following qualities:

1. Type of construction. Local manufacturer?
2. Vinyl guarantees.
3. Temperature guarantees. Efficiency ratings.
4. References of installer.
5. Warranties.

Should you have any questions, please contact the Property Manager at Western States or a Board member.



**ENTRYWAYS AND STAIRWAYS:**

Nothing is to be stored or kept under the stairways or crawl spaces. Items found under stairways or crawl spaces will be removed without notice. Trash may not be left outside of doors for any length of time.

**Interior Front Doors:**

Front doors are the responsibility of the owner. Replacement front doors must be of the same design and material, with color matching the top story of the building for first story AND second story doors. The Association maintains the exterior of the front door only. The Association is not responsible for damages caused by use, negligence, or vandalism.

**Exterior Doors:**

When replacing an exterior door (screen door, storm door), the new door must conform to the other existing exterior doors in style, material, and color. Screen/storm/security doors must be aluminum colored, black or white, not wooden.

**Sliding Glass Doors:**

Replacement of sliding glass doors requires prior approval by the Board or Property Manager.

**INSURANCE:**

The Association carries a blanket insurance policy covering the buildings as required and specified in the Condominium Declaration. For more information, please contact the Property Manager. All claims must be approved by the Board of Directors before submission to the carrier. If not preapproved, the carrier will not process the claim.

This policy does not cover contents, furnishings, or casualty and public liability within each unit. Each owner should obtain adequate insurance coverage for these items (HO-6 policy).

Should your mortgage company require an annual certificate of insurance, please contact the manager (303-745-2220) for direction.

**USE OF GENERAL COMMON AREAS:**

Pedestrians have the right-of-way on all sidewalks (including the clubhouse area) at all times. For the purpose of this regulation "apparatus" shall refer to any mode of transportation such as, but not limited to, bicycles, skateboards, roller blades, roller skates, or scooters.

1. When approached by a pedestrian, the person on the apparatus must yield to the pedestrian. In yielding to the pedestrian, it may be necessary to come to a complete stop allowing the pedestrian to pass unobstructed.
2. Apparatuses are not to be parked or left on any sidewalk for any period of time.
3. Apparatuses are prohibited from the clubhouse, pool, mailbox, and laundry room areas
4. Liability for injury and/or property damage resulting from an infraction of this regulation rests solely on the owner of the unit in violation.
5. Trees, shrubs, bushes, flowers are not to be planted in or removed from areas outside of patio fences without permission from the Board of Directors or Managing Agent.

**MAILBOXES:**

The Association does not provide mailbox keys. Should you lose your key you must contact the Post office and arrange to change the lock. For your convenience, postal storage lockers have been installed behind the mailbox area. They are for the exclusive use of the Postal Service. With the use of a special key left in your mailbox, an item can be retrieved.

**LEASES:**

Leases may not be for transient or hotel purposes. Condominium units are to be used for residential purposes only. No less than an entire unit may be leased (i.e., "room renters" are not permitted).

**CONDUCT OF RESIDENTS:**

Residents shall not conduct or permit any nuisance or any practice which is a source of annoyance or liability to other residents. Residents shall exercise reasonable care to avoid making loud, disturbing or objectionable noises, and in using or playing musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in a manner that may disturb or tend to disturb residents of other units

The property will not be used for immoral, improper, offensive or unlawful purposes.

No radio, Citizen's Band radio or television transmitting or receiving equipment, which could disrupt normal radio or television reception on the premises, shall be used on the property.

**PARKING:**

All spaces are owned by the Association. There is no "reserved parking".

No vehicle belonging to or under the control of a unit owner or a family member or a guest, tenant, or contractor of a unit owner shall be parked in such a manner as to impede or prevent ready access to any part of the community. Vehicles shall be parked within designated parking spaces. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.

No commercial vehicles, trucks, busses, unmounted campers, campers, trailers, boats, recreational vehicles or trucks or unused vehicle shall be stored, or repaired on the property nor parked on the property except while engaged in transport to or from a residence. For the purposes of this section, a 3/4 ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed a commercial vehicle or truck, and an unused vehicle shall be deemed to be any vehicle which has not been driven under its own propulsion for a period of seven days or longer and/or does not have current license plates.

When the Association determines that a vehicle is in violation, a written notice describing said vehicle shall be conspicuously placed upon the vehicle, and if the vehicle is not removed within 72 hours thereafter, the Association shall have the right to remove the vehicle at the sole expense of the owner thereof.

Vehicles parked in Fire Lanes, in front of hydrants, fire lanes or trash enclosures will be towed without warning. Fire lanes are marked by yellow curbing.

**PETS:**

Owners are responsible for any damage caused by their pets, including the cleanup of any animal droppings. Owners must keep strict control of pets and prohibit them from making loud noises or other annoying behavior.

No animals, livestock or poultry of any kind shall be raised, bred or kept on the property, except that dogs, cats or other household pets may be kept, subject to rules and regulations from time to time adopted and amended by the Association.

1. Pets or animals are never permitted to run at large. "Running at large" means off the premises of the owner and not under effective control of that owner, his agent, attendant, guest, or family member by means of a leash of reasonable length.

"Common Areas" include, but are not limited to, the yards, grounds, play areas, entryways, hallways, and driveways.

"Voice control" is not under effective control of the attendant and will be considered as running at large.

2. Pets or animals are not to be tied to buildings, stairways, fences, trees or anything else which would permit access to the Common areas.
3. Pets or animals are not permitted in the swimming pool area, clubhouse, or laundry room.
4. Pets or animals are not permitted to relieve themselves (defecate ) either in the General or Limited Common Areas without the immediate and proper removal, thereof.
5. Pets or animals are not permitted to be a nuisance (barking, etc.) or annoyance to other residents in community.

When reporting a pet violation, the managing firm will accept and deem legitimate First Offense letters from residents with a single signature by the complaining resident. However, all following complaint letters to the Association regarding repeated incidences of the same offense committed by residents of the original offending unit must be co-signed by a resident of a unit other than the original complaining unit. As is the case with all written complaints to the Association, complainant identities are kept confidential.

All residents are asked to be considerate of their fellow residents in all matters, including control of their pets. Pet owners have an added responsibility when living in an Association. Observing rules for pet control is necessary for the enjoyment of the community, as well as for the safety of all residents and the pets themselves. Please do your part and don't put the Board, the manager or your fellow residents into an unpleasant enforcement situation.

**CLUBHOUSE/MEETING ROOM:**

The clubhouse may be used only by the Owners, their families, guests, or tenants.

Smoking, pets, and bicycles, etc. are not permitted in the Clubhouse.

The Clubhouse may be reserved for parties by residents upon at least one week notice to the Manager. Owners/residents must be present at the event and are responsible for any damaged or missing property as well as for cleaning after the party. A refundable \$75.00 deposit is required at least 24 hours in advance of the event. All functions shall end by 10:00 P.M. The Owner/resident using the Clubhouse will be financially liable for any damages to the property caused by any guest. Clubhouse rental does not include pool privileges beyond the two-guest-per-unit rule for pool use.



## **SATELLITE DISHES AND INSTALLATION GUIDELINES**

**Registration Required** Each Homeowner wishing to install a satellite receiver dish will be required to register their request for installation with the Board of Directors. The request will include information as to the type of antenna, the installation site and the method of attachment. If the proposed installation is not in one of the pre-approved locations, the Homeowner will be asked to provide an alternate installation location. The Homeowner accepts financial responsibility and legal liability for the installation.

**Pre-Approved Locations** Satellite receiver dishes one meter or less in diameter may be installed (in preferred order) :  
On the floor of the Homeowner's patio or balcony;  
On the interior walls of the patio or balcony as long as at least half the dish is within the exterior planes of the patio / balcony;  
On the rear of the fireplace stack.

Homeowners using this latter location assume all legal and financial responsibility for any building damage caused by workmen installing or servicing dishes installed in this manner. Installation requests must be filed with the Property Manager or the Board of Directors prior to beginning any such installation.

**Locations NOT Approved for Installations** Satellite Receiver dishes may NOT be placed on or attached to any part of the Common Elements including: Areas covered by roofing membrane; Chimneys; lawn or planting areas; asphalt or concrete areas; or any place that could interfere with the safety of residents, guests or workmen. Dishes or cables may NOT be installed anywhere that would interfere with the normal maintenance activities of the Association. Cables may NOT be strung across open areas such as stairwells, between buildings, or between peaks on the flat roof areas.

**Permitted Methods of Attachment** Satellite receiver dishes must be installed mechanically, using bolts and nuts, lag screws of sufficient strength, number and placement to guarantee the stability of the installation during any foreseeable weather conditions. THE ASSOCIATION ASSUMES NO RESPONSIBILITY FOR ANY SATELLITE RECEIVER DISH INSTALLATION. ANY DAMAGES TO THE BUILDING STRUCTURE OR INJURIES TO ANY PERSON AS A RESULT OF OR CAUSED BY SUCH INSTALLATION SHALL BE SOLELY THE RESPONSIBILITY OF THE HOMEOWNER ASSOCIATED WITH SUCH DISH INSTALLATION. Dishes shall not be installed by gluing, clamping or ballasting.

**Approved Cabling Techniques** Cables must be black or dark brown in color. They must be securely fastened to wooden parts of the building with fasteners made for that purpose. Cables must NOT be draped across the roof membrane or touch the roof membrane. As much as possible cables should be run vertically along downspouts or the bottoms of gutters (horizontally). Cables that are improperly installed or unsafely installed will be removed at the expense of the homeowner associated with the system. Cables penetrating an external wall must be drip-looped and either caulked or grommetted at the penetration point. Cables may NOT be inserted thru window openings. Only ONE cable per unit will be permitted on the exterior of the building. Multiple outlets within a unit must be wired from within the unit.

**General** It is sincerely recommended that satellite receiver dish installations be done by certified professionals. Most companies selling or renting this equipment can supply or recommend qualified installers. The Association's blanket insurance policy does NOT cover injuries occurring during the installation of a dish (for instance, if you fall off your balcony) or injuries / damage caused by the dish itself (for instance, a strong wind breaks the mount and the dish falls on your neighbor's car). Check your own insurance policies and increase your coverage as necessary. Certain building maintenance projects (re-roofing, replacing patio decks, painting, etc.) may require the periodic removal of the dishes. If so, notices will be posted giving homeowners sufficient time to remove the dishes at their own expense. The Association will not be responsible for damage caused to dish installations if such notice is given and the dishes are not removed as requested. No trees, bushes or other planting material may be removed, trimmed or altered without the express written permission of the Board of Directors.

### **SWIMMING POOL:**

1. No one under the age of 14 shall be allowed to swim alone without adult supervision. (Adult must be 18 years of age or older).
2. Do not run on the pool deck.
3. No pushing or rough play.
4. No diving.
5. Owners/residents are responsible the the actions their children and guests.
6. There is no life guard present. Swim at your own risk.
7. No BBQ grills or glass containers are allowed in the pool area.
8. Pool furniture is to be used appropriately. (Not to be used as diving platforms, etc.).
9. No more than 2 (two) guests per unit are allowed.

Violations of these rules could result in penalty assessments and/or the loss of pool privileges.

The swimming pool may not be reserved for private parties.

Replacement keys are available from the manager at a cost of \$5.00 per key and may only be requested by a unit owner.