

# TRIANGLE PARK LOFTS

## WILLITS TOWN CENTER

### RULES AND REGULATIONS

The definitions contained in the Condominium Declarations, Conditions and Restrictions and Bylaws for Triangle Park Lofts are incorporated herein as part of these Rules and Regulations.

Each Loft Owner or Tenant in the Triangle Park Lofts Building shall abide by the provisions of the Condominium Declarations, Conditions and Restrictions and the By-Laws of the Triangle Park Lofts which you received at the time of purchase. Loft Owners are responsible for tenants and guests as fines for infractions will be filed against the Loft Owner.

These Rules and Regulations have been established by the Triangle Park Lofts Homeowner Association and Board of Directors. The Board and Homeowner's Association (HOA) have the right to establish Rules and Regulations, which are subject to change from time to time. They are applicable to all Loft Owners, tenants and their guests and should be adhered to at all times.

Neither the Board nor the HOA are responsible for any loss, theft, injury or accident to persons or property while using the recreational facilities or common areas as defined in the Definitions and By-Laws.

Abuse or non-compliance with these Rules and Regulations or the obvious misuse of the facilities may result in loss of privileges and/or financial liability on behalf of the member.

The fines for ANY infraction of the Rules and Regulations will be as follows:

1 <sup>st</sup> Offense	Written Warning
2 <sup>nd</sup> Offense	\$150.00 Fine
3 <sup>rd</sup> Offense	\$250.00 Fine
4 <sup>th</sup> Offense	\$500.00 fine
5 <sup>th</sup> Offense	LEGAL ACTION

On application by Owner, the Board may in its sole discretion consider extenuating circumstances on a case-by-case basis prior to taking legal action for a fifth offense.

#### **1. Balconies**

- a. No use of charcoal or gas grills barbeques are permitted on balconies at any time (see 24. Rooftop Deck for barbeque options).

- b. Appropriate attire and behavior is required (no nude sunbathing, etc.) while using balcony.
- c. The balconies shall be used only for the purpose intended and shall not be used for storage of any kind.
- d. Balconies are not to be used for hanging garments or other items.
- e. No pets are to be left unattended on the balcony.
- f. Balcony is not to be used as an animal kennel.

## 2. **Bicycles**

- a. Bicycles may be stored in only the following areas: (a) bicycle storage racks, (b) within your unit or (c) within your Unit's storage locker.
- b. All bicycles are stored at the Owners sole risk and should be secured with a lock.

## 3. **Bulletin Boards**

Bulletin Boards are primarily intended for displaying official Association communications. All Loft owners and Residents should check the Bulletin Boards weekly for information regarding meetings, activities of the Board of Directors, official communications and HOA notices.

Loft Owners may post notices by following these steps:

- a. Loft Owners may submit notices for posting to the HOA, provided they are dated and identified with the name and/or telephone number of the responsible person.
- b. After approval by the Board, Loft Owner notices may be posted for a maximum of thirty (30) days.

## 4. **Common Areas/Elements**

Common Areas and Elements are fully defined in the Declaration and By-Laws, which every owner receives at the time of purchase. These documents clearly outline which part of the property is held in common and which part is personal. The management, repair, maintenance and improvement of all Common Areas are the responsibility of the Condominium Association. All repairs required or performed within the Loft are at the Loft Owner's sole expense, except when specifically set out in the Declaration or by the Board as an item to be maintained at the Association's expense.

The Association reserves the right to inspect Lofts for any changes in equipment affecting the Common Elements including, but not limited to vents, plumbing, wiring, door checks or any conditions not conforming to applicable laws and ordinances, Authorized representatives (the building engineer, repairmen, etc.) shall be entitled to reasonable access to the individual Lofts as may be required in connection with maintenance, repairs or replacement of or to the Common Elements or the Limited Common Elements. There will be reasonable prior notice given in writing to the Loft Owner except in cases of emergency.

Common Areas as defined in the Declarations and By-Laws are for the use of all residents of Triangle Park Lofts with the following restrictions:

- a. Smoking is prohibited in any common area which includes but not limited to the underground garage, decks, sun decks, stairway, landings, courtyards and sidewalks.

- b. Residents shall not tamper with the fire hoses, smoke detectors, emergency lighting systems or other life-safety equipment in common areas within the building.
- c. Residents shall not shake out rugs, mops, brooms, dust cloths or other items on common areas within the building.
- d. Children and pets of any kind are not permitted to play in any common area within the building.
- e. Except where expressly permitted elsewhere in these Rules and Regulations, residents shall not attach any fixtures to common areas including, but not limited to satellite dishes, wires or antennas, signage, or placards of any kind.
- f. Residents are not permitted to decorate or place any objects on walls, floors, doors or ceilings in any common area.
- g. Residents may put seasonal decorations on their door secured by no more than one small nail. The door must be restored to its original condition following removal of any decorations at the expense of the resident responsible for its original installation.
- h. Residents may place a door mat at the foot of their loft entrance door. They shall not store any other objects in the hallway, including but not limited to shoes, boots, umbrellas, empty boxes and/or garbage bags.
- i. Any damage to the general common elements or common personal property caused by a Loft Owner, Tenants, Guest or pets of same shall be repaired at the expense of the offending Loft Owner.
- j. Consumption of food and beverages is prohibited in all common areas, except that the foregoing shall not apply to the use of the rooftop deck by Residents.
- k. Littering is prohibited in all common areas. All personal trash must be disposed of in designated containers.
- l. Broadcasting of loud music is prohibited in all common areas.
- m. Personal possessions may not be stored in common areas. Any such possessions which are not removed within 24 hours will be deemed "stored" and subject to removal at Owner's expense.

## 5. **Complaints**

- a. Complaints regarding the Management of the Association property or regarding the actions of other Residents, Tenants, pets or guests of same must be made in writing to the HOA and must be signed by the complaining resident and also emailed to the Association.
- b. The complainant may be required to appear at an HOA meeting to testify about the complaint. See Enforcement of Rules and Regulations.

## 6. **Courtesy to Neighbors**

Following are Rules and Regulations pertaining to courtesy:

- a. No Loft Owner, Resident, Tenant or guest shall make or permit noise that will disturb or annoy the occupants of any other residence, or do or permit anything to be done which will interfere with the rights, comfort or convenience of the other residents.
- b. Residents and their guests shall not permit parties or social gatherings to take place in, or guests to congregate in any part of the Common Areas, other than the rooftop

deck consistent with the provisions of these Rules and Regulations. See Rooftop Deck.

- c. Quiet hours (generally from 10:00 PM to 7:00 AM) are presumed to refer to rooftop deck and all other limited common areas. Loft Owners, Residents and their guests should exercise due consideration of the community and their neighbors in particular when engaging in loud activities.

## **7. Courtyard**

**Vehicles are NOT PERMITTED in the courtyard. Exception: only if it is not possible to load or unload in the street.**

- a. No trucks over 8000 pounds or with more than 2 axles are permitted in the courtyard.
- b. No cold idling is permitted in the courtyard.
- c. No trucks or vehicles are permitted in the courtyard for longer than one hour.

## **8. Elevators**

In the event of an elevator malfunction, please contact the Property Manager immediately. If any other person is trapped in the elevator, please immediately call the 24-hour emergency number. The elevator is equipped with an emergency phone or call button. Rules regarding to the elevator are:

- a. Signs and notices shall not be posted in the elevators or on the exterior elevator doors except by the Board of Directors or management.
- b. Use of the elevator for delivery of furniture, major appliances, construction materials and other items requires protection of elevator walls and must be scheduled in advance with Management. See Moving and Construction.
- c. City ordinance prohibits smoking in elevators.

## **9. Employees of the Association**

- a. Employees of the Association carry out day to day operations and maintenance of the building under the supervision of the Property Manager. Association needs are their first priority.
- b. Only the Management Office or the President of the Board of Directors can give verbal instructions or work orders to any building employee.
- c. Residents who hire Managing Agent's maintenance or other personnel to work in their lofts do so at their own risk and cost. The Association insurance does not cover anyone for accidents or for injury when working in any Loft (except under the direction of the Managing Agent or the Board). Neither the Association nor Management Office accepts any responsibility for the quality of work done or for the employee's well-being under these circumstances.

## **10. Equipment and Systems**

- a. All common area systems, including heating, air conditioning, ventilation and plumbing are to be used only for the purposes for which they are designed and intended.
- b. No resident may in any way interfere with the operations of these systems, nor may use them for their personal purposes.

- c. Only Association employees may alter or adjust the settings of any common area system or equipment

#### 1 1. **Exercise Room**

Hours of operation will be from 6:00 AM until 10:00 PM Monday through Friday and from 8:00 AM until midnight Saturday and Sunday. Please keep noise levels to a minimum.

- a. Use of exercise equipment is at your own risk for owners and guests only.
- b. Please follow posted rules and regulations.
- c. Standard fitness club conduct and consideration of others is expected at all times.
- d. As a courtesy to other residents, please wipe down exercise equipment you have used when you have completed your workout.
- e. Only ADULTS (18 or older) are permitted after 8:00 PM. NO ONE under age 14 will be allowed in the exercise area without responsible adult supervision.
- f. No offensive or abusive language will be tolerated.
- g. No glass of any type is to be brought into the exercise room.
- h. Trash shall be put in containers provided.
- i. Exercise room is off limits to all pets.
- j. Radios, tape or compact disc players, boom boxes and other electronic equipment (except televisions) may be used in the exercise room only with headphones.
- k. No smoking shall be allowed in the exercise room.

#### 12. **Fire Safety**

- a. **No use of charcoal or gas grills/barbeques is permitted on balconies at any time.**
- b. Under no circumstances shall any person attempt to remove, dismantle, disconnect or otherwise disable smoke detectors, emergency lighting systems, fire sprinkler systems, fire extinguishers, fire hoses or other life-safety equipment in common area or within their Lofts.
- c. No person shall use any common area fire extinguisher or fire hoses except in emergency situations.
- d. Residents shall not tamper with smoke detectors within their Loft. If one of these malfunctions, the Loft Owner must immediately have it repaired or replaced.
- e. Loft doors should not be propped open and left unattended. This poses a threat to the fire resistance rating of corridors and allows smoke and flames to reach the corridor or Loft unimpeded.
- f. All electrical wiring in Lofts must conform to all applicable electrical codes. Electrical outlets must not be overloaded.
- g. Except for reasonable quantities of ordinary household products, no hazardous materials may be stored in a Loft, on balcony or storage unit. The following substances/materials may not be stored or used in the building at any time: flammable liquids, explosive, corrosive, biohazards, poisonous, noxious or radioactive materials or any other substance/material that may compromise the safety of the building or its occupants or users. No firearms or ammunition may be stored in a Loft unless the resident has appropriate firearms permit or is a commissioned Law Enforcement officer.

- h. Any person tampering with or attempting to remove any Common Area fire safety will immediately be fined \$1,000.00. Any insurance increases or fines levied against the Association by Governmental Authorities will also be billed to the offender. Additionally, if anyone is injured or property damaged as a result of such tampering, the offender may be subject to severe civil or criminal penalties.
- i. Any Owner, Tenant or their guest causing the sound of a false alarm through violation of any rule will immediately be fined \$250.00. Any insurance increases or fines levied against the Association will also be billed to the offender. Additionally, if anyone is injured or property damaged as a result of such incident, the offender may be subject to severe civil or criminal penalties.

### **13. Garbage Room**

The building has separate ground floor Trash Rooms for Residential/Retail Units and for Restaurants.

- a. No Restaurant shall dispose of garbage in the Residential/Retail Unit Trash Room and no Residential/Retail Unit shall dispose of garbage in the Restaurant Trash Room.
- b. Before being transported from the Lofts or Commercial Units to the trash room, all garbage including waste and recyclable glass must be securely bagged in heavy duty leak proof plastic bags or for liquid waste, in leak proof hard plastic or other secure containers with secure tops. Any spillage occurring during transportation must be cleaned up immediately.
- c. The garbage room shall not be used to dispose of rugs, carpeting, appliances, furniture, construction debris, computer equipment, large boxes or other large/bulky items. Legal disposal of any such items is solely the responsibility of the Loft Owner(s).
- d. All boxes must be broken down before being placed in dumpster.
- e. Residents are prohibited from disposing of cat litter, diapers and similarly noxious smelling items except in bags or containers which contain such odors.
- f. Residents are prohibited from disposing of burning, toxic, flammable (including paint) or other dangerous materials in the garbage rooms.
- g. Entry doors to the trash rooms shall never be left unlocked or propped open. If a resident notices a trash room door unlocked or propped open, he/she shall immediately close and lock the door and notify Management of the incident.

### **14. Hallways**

See Common Areas.

### **15. Insurance and Liability**

- a. The Association carries insurance covering the building structure and liability in the common areas. To obtain a copy of the Association's insurance, please contact Management.
- b. No resident, owner or renter shall permit, or fail to prevent any act that could result in the suspension or revocation of the Association's liability insurance or any increase in premiums of said Association insurance.

- c. All Loft Owners are responsible for providing insurance for their Lofts and contents, in accordance with the Declarations. Loft Owners are responsible for any damage to any other unit, Common Area or Limited Common Element that arises from the use of their Loft.
- d. At all times, Residents are responsible for their own personal property both in their respective Loft and in any common area. Residents are advised to obtain their own personal property insurance.

#### 16. **Keys and Locks**

Upon request, the Management Company may request a key for emergency situations. No owner shall alter or change a lock leading into any unit, without first notifying Association Property Manager and utilizing the Association proprietary locksmith possessing master key set. Storage locks are the responsibility of each owner or tenant.

#### 17. **Insurance**

See Insurance and Liability

#### 18. **Mailboxes**

An individual mailbox will be provided for each home in the community. Mailboxes are located at the community mail center, the location of which will be provided at the homeowner orientation. Keys to the Loft mailbox will be provided by the Basalt US Post Office. Owner(s) will have to complete paperwork at the post office and will then be issued a key to the mailbox on site.

#### 19. **Moving**

- a. Owners must notify the Association and Managing Company not less than seven (7) days prior to any person moving in or out of their Loft. Moves must be scheduled with the Management Office.
- b. Residents living in the building at the time of adoption of this rule shall be required to provide the Association with a partially refundable deposit of five hundred dollars (\$500.00) no less than seven (7) days prior to any move. If no damages are incurred, one hundred dollars (\$100.00) of the \$500.00 deposit shall be refunded at subsequent transfer of ownership.
- c. Prior to any move, a condition assessment of the lobby and the path to the Loft will be completed and pads hung in the elevator.
- d. Following the move, a condition assessment will be completed to identify any damage caused by the move.
- e. If damage costs exceed the non-refundable deposit, the moving resident may be billed for the excess or the deposit may be deducted for the damage cost.
- f. Use of an elevator must be scheduled with Management Company at least seven (7) days in advance. The elevator is reserved on a first come first serve basis.
- g. Elevator use will not be granted for a move until all current and outstanding assessments pertaining to the Loft are paid in full.
- h. To maintain building security during the move, resident must have a person positioned at the entrance to the building being utilized.
- i. **Entrance doors shall not be left opened and unattended.**

- j. Moving vans and trucks cannot be parked to limit entrance to a driveway or parking spaces.
- k. If dollies are used, they must have rubber wheels to prevent damage to floors or stairs.

## **20. Noise**

See Courtesy to Neighbors

## **21. Owner Information**

In addition to any Owner Information required in other sections of the Rules and Regulations, each owner shall provide the Association with a current address, daytime and evening phone numbers and an email address.

All Loft Owners with tenants need to complete a tenant form for the Managing Company to keep on file.

## **22. Parking**

- a. All owner vehicles parked in the underground parking area are to be registered with the HOA. (Please see attached registration form.)
- b. All vehicles parked in the underground parking area must have current tags and be in working condition.
- c. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.
- d. No vehicle belonging to or under the control of a Unit Owner, Tenant, guest or employee of a unit owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from a building.
- e. Vehicles shall be parked within designated parking areas only. Any parking markings and signs regulating parking areas and/or restrictions on the premises shall be strictly observed.
- f. No vehicle belonging to or under the control of a Unit Owner or a member of the family or guest, Tenant or employee of a Unit Owner shall use assigned/designated parking areas other than that assigned to their unit.
- g. The visitor parking areas are FOR VISITORS ONLY and only for short-term parking. They are not for a resident's extra vehicles. Short term is defined as 3 consecutive days in length.
- h. No car, truck or motorcycle or any other motor vehicle shall be repaired anywhere on the property.
- i. Failure to adhere to the above restrictions will result in the removal of the offending vehicle by an authorized towing company at the full and complete financial responsibility of its owner.

## **23. Pets**

- a. Pet owners must register their pets with Management within thirty (30) days of moving into a Loft or acquiring new pets (see attached pet registration form). Any owner that does not register a pet within 30 days will be assessed a \$200.00 fine and

the pet may be permanently removed from the Loft upon written notice from the HOA. The decision of the HOA shall be final/

- b. Residents may house no more than ONE pet and a reasonable number of fish, small birds or caged animals normally maintained in households ("pet limit").
- c. No unattended pets are to be left on balcony.
- d. Balcony is not to be used as an animal kennel.
- e. No pets shall be tied up and left in any common areas.
- f. All pets must be carried, kept on a short leash or in a carrier when in any common area in the building or adjacent grounds.
- g. No pet shall be maintained for breeding or other commercial purposes.
- h. Pets are prohibited in the exercise room and on the rooftop, as well as any other location on the premises designated by the HOA.
- i. Pets may not perform elimination function in any area on the Association premises or within 20 feet of any Association building entrance. All pet defecation on any prohibited area must be immediately cleaned up and removed by the person walking the pet. The cost of any additional cleaning and/or deodorizing required due to pet's elimination shall be charged to the pet's owner.
- j. Pet owners are fully responsible for any noise, disturbance, property damage or personal injury caused by their pet.
- k. Pets that cause injury to any person or other animal on Association property, continuously disturb Residents or cause damage to a Resident's or the Association's property may be permanently removed from the property by the Board of Directors.
- l. If a pet owner violates repetitively or allows the pet to violate repetitively these rules, then Loft Owner or Tenant may be fined and the pet may be permanently removed from the Association premises.

24. **Rooftop Deck**

- a. The rooftop deck is available from 8:00 AM to 10:00 PM Sunday through Thursday and Friday and Saturday from 8:00 AM to 11 PM.
- b. Only residents and guests accompanying residents are permitted to use the rooftop deck.
- c. **Nothing may be thrown or intentionally dropped over the edge of the roof and no resident or their guests shall walk in any areas on the roof other than the designated walkway and rooftop deck. In view of the seriousness and dangerousness of any of the aforementioned activities, the owner upon the first infraction of this rule will incur a fine of at least \$50.00 and rooftop usage privileges will be lost for up to a year.**
- d. Children must be accompanied by an adult at all times.
- e. **The Association has provided gas grills on the roof. Personal grills are not allowed on the roof. Under no circumstances may an Owner, Tenant or their guest move the gas grill from its approved location. Under no circumstances may an Owner, Tenant or their guest operate the gas grill next to an open door or inside of the building. The gas grill may only be operated according to the manufacturer's recommendations. In view of the seriousness and dangerousness of any of the aforementioned activities, the owner upon the first infraction of this rule will incur a fine of at least \$50.00 and rooftop usage privileges will be lost for up to a year.**

- f. No pets are allowed on the roof.
- g. No fireworks are allowed on the roof.
- h. All garbage waste is to be deposited in the provided containers.
- i. Sleeping all night on the roof is not permitted,
  - j. Proper attire is required on the roof. No nude or topless sunbathing is permitted.
  - k. Radios, tape decks and the like should not be operated at loud volumes.
  - l. Any additional rules posted by the Board of Directors or Management Company pertaining to rooftop usage must be followed.
- m. The rooftop deck is available for functions and social events at the following times: Sunday through Thursday 11 AM to 10:00 PM; Friday and Saturday 9:00 AM to 11:00 PM. Reserving the deck for a function does not grant exclusive use of the deck.
- n. The following restrictions apply to deck functions:
  - i. A reservation must be made if there are over 10 people expected at an event.
  - ii. Failure of a Loft Owner to reserve the rooftop deck for a function with 10 or more people will result in a fine of at least \$150.00 and rooftop usage privileges may be lost for up to three (3) months.
  - iii. Only a Loft Owner may reserve the rooftop deck. A lessee can reserve use only through their Loft's Owner.
  - iv. Rooftop deck functions are limited to 49 people.
  - v. A reservation including the date and time of the event and a \$250.00 deposit must be submitted to the Homeowners Association at least 14 days prior to the event. Reservations are on a first come first Serve basis.
  - vi. Reservations will only be granted if assessment payments are up to date.
  - vii. Temporary decorations are allowed but must be promptly removed at the end of the function. No nails, screws, rivets or other fasteners may be used on any common area property for any decorative purposes whatsoever.
  - viii. Trash must be removed from the trash receptacles and the deck by the Owner.
  - ix. The rooftop deck is to be returned to the same condition it was prior to its use immediately following the event. Failure to do so will result in loss of the deposit and a charge to the Loft Owner of \$75.00 per hour for necessary cleaning. The Owner and/or Tenant may lose roof deck usage for up to three (3) months.
  - x. The Loft Owner is responsible for any damage caused to the rooftop or any other common areas by his/her guests.
  - xi. All above listed rooftop Rules and Regulations must be followed by all guests of the Owner/Resident.
  - xii. Reservations must be made through the Association and cannot be made more than 6 WEEKS in advance. Special circumstances can be given considerations.

## 25. **Sale of Units**

- a. Loft Owners interested in selling their Unit must submit to the Board of Directors via the HOA and the following information at least 30 days prior to closing:

- i. Copy of the Sales Contract
- b. All assessments must be paid in full prior to the closing of the sale.
- c. If any Loft Owner permits a prospective purchaser to move into the Loft without abiding by the above procedures, they will be assessed a fine of \$200.00.
- d. The selling Owner is responsible for transferring his or her copy of the Declaration, By-Laws and the Rules and Regulations to the purchaser.
- e. The Association does not inspect the Lofts at the time of sale and makes no warranty whatsoever regarding compliance of the Loft with building codes or Association.

## 26. **Security**

Following are Rules and Regulations pertaining to Security. It is necessary that all Owners, Tenants and guests strictly adhere to all rules so as not to jeopardize the safety of any Triangle Park Lofts residence.

- a. **Entrance doors, storage room doors and gates to the property shall never be left unlocked or propped open.** If a resident notices an entrance door or gate in such a state, he/she should immediately close and lock the door and notify the Property Manager of the incident.
- b. Loft entrances shall not be left propped open.
- c. No solicitation is allowed in the building by any person, including solicitations by Loft Owners and residents on behalf of others. A resident who identifies someone soliciting in the building during business hours should notify the Property Manager immediately.
- d. When having a social event or open house, residents shall meet anyone they do not personally know at the entrance to the building. They shall not let these unknown people gain entrance using the intercom system.

## 27. **Storage Lockers**

- a. The door to the storage locker area is locked at all times.
- b. Each Unit is allocated one (1) storage locker. Storage lockers are located in the basement of the building.
- c. All storage lockers will be identified with a number.
- d. Residents using a storage locker other than the one designated may be opened by Management and their contents become the property of the Association or disposed of, at full cost to the property Owner.
- e. Storage of items outside the locker is not permitted.
- f. No flammable liquids may be stored in storage lockers.
- g. The Association is not responsible for the damage or loss of any item stored in a storage locker.

## 28. **Windows**

- a. Loft Owners are prohibited from replacing any windows.
- b. All window coverings must be tasteful with no torn, shades/blinds, blankets, sheets, newspapers or magazines, etc.
- c. Posters, banners, advertisements and signs shall not be displayed in Loft windows.

- d. No items may be placed or stored on exterior window ledges or sills at any time. These Rules and Regulations are intended to enhance the quality of life for all Loft Owners, tenants and guests alike.