

**MORNINGSIDE HOMEOWNERS ASSOCIATION, INC.**

**RULES AND REGULATIONS**

**Adopted and effective as of June 23, 2016**

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**ATTACHED FORMS:**

- MORNINGSIDE MOVING AND DELIVERY RULES
- WORK AUTHORIZATION – REMODEL REQUEST FORM
- LANAI ENCLOSURE WINDOW SPECIFICATIONS
- HARD SURFACE FLOORING GUIDELINES
- REPAIR AND MAINTENANCE RESPONSIBILITY GUIDELINES
- CLUBHOUSE SOCIAL EVENT RENTAL AGREEMENT

Forms are attached for convenient reference; they may be updated by the Board from time to time.

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# MORNINGSIDE HOMEOWNERS ASSOCIATION, INC.

## RULES AND REGULATIONS

Adopted and effective as of June 23, 2016

### PART 1 – INTRODUCTION

#### 1.1 Basis and Purpose of the Rules

- (a) The Board of Directors of the Association has adopted these Rules and Regulations (“Rules”) to provide for a peaceful and orderly community, to protect the investment of the homeowners, and to enhance the values of the properties subject to regulation by the Association. These Rules replace all prior Rules and Regulations.
- (b) We have adopted these Rules as provided in Section 6.25 of the Declaration, and under the Association’s Bylaws.

#### 1.2 Interpretation

In these Rules, unless the context requires otherwise, the singular shall include the plural and vice versa, and the use of any gender shall include all genders. The captions in these Rules are used only for reference and shall not be construed to limit or otherwise affect the meaning of the Rules. If any conflict exists between provisions of the Declaration, Bylaws, and these Rules, which cannot be reconciled, the order of precedence of the document which will be given effect, in descending order, is: (1) the Declaration, (2) the Bylaws, and (3) the Rules. If any one or more provisions of these Rules is determined by a court of competent jurisdiction to be invalid, the Rules not affected by that court ruling shall remain in full force and effect.

#### 1.3 Enforcement

Any violation of the Rules is subject to the imposition of fines after notice and opportunity for hearing. Rules violations are also subject to other sanctions including suspension of rights of use of Common Elements. The Association’s failure to enforce any provision of these Rules shall not be deemed a waiver of the right to do so at any later time. The Association has adopted a rules enforcement policy, which is available to all Owners and residents.

#### 1.4 Non-resident Owners

Non-resident owners transfer all rights to use Morningside Common Elements - including the Clubhouse and pools – to the resident of their Unit.

## 1.5 Definitions

As used in these Rules, unless the context requires otherwise:

(a) **Governing Documents**

“Governing Documents” means the Declaration, the plat, all of the condominium maps, the Articles of Incorporation, the Bylaws, and these Rules. All Governing Documents are available for review and download at no charge on the Association’s website, [www.morningsidecondos.com](http://www.morningsidecondos.com). Also, copies of the Governing Documents may be examined at the Manager’s office during regular business hours, and photocopies obtained (copying costs may be charged).

(b) **Declaration**

“Declaration” means the Amended, Restated and Consolidated Declaration of the Morningside Condominiums, March 11, 2003.

(c) **Association**

“Association” means the Morningside Homeowners Association, Inc.

(d) **Board of Directors; Board**

“Board of Directors” or “Board” means the five-member body elected by the homeowners to act on behalf of the Association. The Board is sometimes also called the “Board of Managers.”

(e) **Manager**

“Manager” means the professional management company under contract with the Association to manage the Association’s property and act as the Association’s agent in its day to day operations. “Manager” may also refer to the company’s managing officer in charge of the Association’s account. The Manager reports to and takes direction from the Board. Although the Manager works directly with Association committees and responds to individual resident concerns, overall policies, procedures and major business decisions are approved by the Board prior to implementation.

(f) **Common Elements**

“Common Elements” means the real estate located in the Morningside Community other than the individual Units. The Common Elements are co-owned by all owners, and are designated in the Declaration and/or recorded maps.

(g) **Limited Common Elements**

“Limited Common Elements” means the portions of the Common Elements which are designated for the exclusive use of one or more but fewer than all of the Units including lanais, storage areas and certain parking areas. The Declaration designates the Limited Common Elements.

**(h) Unit**

“Unit” means a condominium unit as more fully defined in the Declaration.

**(i) Owner; homeowner**

“Owner” or “homeowner” means any person or entity that owns a Unit.

**(j) You**

“You” means an Owner or resident.

**(k) We**

“We” or “us” means the Association, acting through the Board.

**(l) Commercial Vehicle**

“Commercial vehicle” means any vehicle other than a passenger car, van (9 passenger or less in size), or pickup truck, which is used for business purposes, including vehicles with extended side panels or racks designed to carry materials or equipment and vehicles with material or equipment protruding beyond the front, rear, top or sides of the vehicle. Unmarked passenger vehicles equipped with ski, snowboard, or bicycle racks, or rooftop carrier racks or containers, are not “commercial vehicles” under these rules. “Commercial vehicle” does not include government-owned passenger vehicles with emergency equipment which are used by residents or guests in the course of their employment. (*See also, Sec. 6.8 of the Declaration.*)

## **PART 2 – GENERAL COMMUNITY RULES**

The Declaration sets limits and requirements on how all the property within Morningside is used and occupied. Owners and residents are responsible to know and comply with the Declaration as well as these rules. These rules are adopted in accordance with the Declaration.

### **2.1 Peaceful occupation and use of the property; Association access in emergencies**

- (a) Morningside residents and their guests are entitled to the peaceful occupation of the premises. Therefore, no Owner, resident, or visitor shall, either willfully or negligently, do any of these things:
- (1) Carry on any noxious, offensive, dangerous or unsafe activity in any Unit, Limited Common Element, or Common Element.
  - (2) Permit an activity to be carried on in any Unit, Limited Common Element or Common Element, which may be or become an annoyance or nuisance to the other Unit Owners or occupants or which may interfere with their peaceful enjoyment.

- (3) Make or permit any disturbing noises or nuisance activities or do anything, or permit anything to be done, that will interfere with the rights, comforts, or convenience of other Unit Owners or occupants. This includes playing or causing to be played, any musical instrument, and operating or causing to be operated, an engine, device, audio sound equipment, television or radio at high volume or in any other manner that shall cause unreasonable disturbances to other Unit Owners or occupants. It also includes activities or conditions which emit noxious odors that are detectable outside the Unit and persist for more than six (6) hours.

*(See also, sections 6.1, 6.5, 6.14, 6.16, and 6.17 of the Declaration.)*

- (b) Residents, visitors, and Owners shall comply with and conform to all applicable laws and regulations of the United States, the State of Colorado, all local ordinances, and the Declaration, Bylaws, Rules, Regulations, and all applicable amendments. No nuisance or unlawful use may be made of a Unit, of the Common Elements, or of the Limited Common Elements of the Morningside Condominium Community. The violating Unit Owner shall hold the Association and other Owners harmless from all fines, penalties, costs, and prosecutions for any violation or noncompliance.
- (c) In an emergency the Association and its agents have the right to enter any unit without notice, as provided in Section 2.3 of the Declaration.
- (d) Each person using a Morningside Common Element or Limited Common Element (including the Clubhouse facilities and pools), is responsible for leaving the property in the same condition as it was before such use. Costs for cleanup, repair and replacement may be imposed if such use leaves any area or item soiled, disarranged, or damaged.
- (e) The Association shall not be liable for any injuries to persons or property damage resulting from the use of any Common Element or Limited Common Element (including the Clubhouse facilities and pools), by any person who is at the time of such use impaired by the consumption of alcohol or any other drug.

## **2.2 Moving in and out; Deliveries**

- (a) This Rule 2.02 applies to all moves in and out of a Unit, and also to delivery and removal of large items (furniture, mattresses, appliances, windows, cabinets, etc.), including pickups of charitable donations, and to delivery and removal of construction/painting equipment and medical equipment. *As used in this Rule 2.02, "movers" includes persons making deliveries or removing large items.*
- (b) Moving and delivery hours are from 8:00 AM to 5:30 PM, Monday through Saturday only.



- (c) All moving, delivery and removal of large items as described in Rule 2.02(a) above, must be done through the garage. No moving through the front door is allowed.
- (d) When moving in or out of a Unit, you must notify the Manager in advance and deliver to the Manager a \$200.00 moving/damage/cleaning deposit before the move can begin. The deposit will be refunded (minus costs of cleaning/repairs if move in/out area, including the elevator, is left unclean or damaged) following an inspection by the Morningside maintenance staff, and if borrowed, the elevator service key has been returned.
- (e) For all moves and deliveries, protective wall pads and a wooden floor pad (provided by the Morningside maintenance staff) must be installed to protect the elevator. You must request padding of the elevator for your move or delivery at least one business day in advance by calling the Manager.
- (f) You may borrow and use an independent service key for the elevator which will allow the elevator door to be held open as needed to load or unload the elevator. However, use of the key does not allow the elevator to be locked off from general use, or to be held at any floor for longer than needed to load or unload the elevator. You must specifically request the key, and you (Owner or tenant) must personally sign out and borrow the key from the Morningside office. The key must be returned by 10:00 AM the day after the move, either to the Morningside office or to the onsite maintenance office. Failure to return the key will result in a forfeit of the deposit.
- (g) Movers are to gather items outside the elevator until such time as they have a full load, then immediately load the elevator, go to the desired floor, unload all items into the hallway, and allow the elevator to be used by others. Elevator doors are not to be physically restrained or jammed to prevent closing, as that may result in damage to the system.
- (h) You and your movers must operate the elevator in a manner which allows for continued passenger use. The elevator is not to be "held" at any one floor for more than a few seconds, whether or not an elevator service key is being used in connection with your move.
- (i) Moving and delivery vehicles are not to park on the sidewalk, or block any garage entrance, parked vehicle, or garage parking space. The garage door electric eye can be blocked during your move or delivery, so that the door will remain open; the block must be removed immediately after the move. Movers and delivery drivers should place a note on the moving vehicle when it is standing on the driveway, stating where they can be located in case of an emergency.
- (j) Movers are to use the elevator or the outdoor staircases (fire escapes) on the building ends for all moves and deliveries, and never the front door of the

building. If a staircase door is propped open, you or your movers must monitor that entrance at all times.

- (k) You may stack your collapsed moving boxes neatly near the dumpster in the trash room in the garage. Packing paper must be compressed, bagged and placed in the dumpster. Do not put packing paper or boxes down the trash chute. Instead of bagging and disposal next to the dumpster, you may recycle clean packing boxes and paper.

### **2.3 Trash Disposal**

- (a) Trash dumpsters are located in the trash room in the garage of each residential building, and there is a trash chute in the storage room on each floor. All items thrown down the trash chutes must be bagged and tied. Large boxes and moving boxes are to be flattened and placed beside the dumpster in the trash rooms of the residential buildings, or in the recycling bins. No large items or furniture may be disposed of in the residential building dumpsters. See 2.03(c) below re disposal of large items.
- (b) The littering of any of the common elements is prohibited. No items may be discarded or thrown off lanais at any time, or left outdoors at curbside or elsewhere. At no time shall boxes, trash, construction materials or similar items be stored temporarily or permanently outside a condominium unit. Garbage and refuse, including newspapers shall be securely wrapped in bags and tied before disposal in dumpsters.
- (c) A trash dumpster is located in the fenced area to the south of the outdoor swimming pool (near the maintenance shop) for disposal of large items. However, no large appliance or any other item which does not fit within the dumpster shall be placed in any dumpster or left on the property.
- (d) No dumpster at Morningside may be used for the disposal of air conditioners, or of electronic items (TVs, computers, etc.) the disposal of which is regulated, or of any other item which may not be legally deposited in household garbage.

### **2.4 Recycling**

The Association has contracted with a waste disposal company for recycling services for the community. Recycling bins are located on the property and residents are encouraged to recycle their paper, glass, metal and plastic items as allowed by the terms of the recycling program. All residents must comply with instructions concerning the materials which may be recycled. No trash shall be placed in or near the recycling receptacles on the property.

### **2.5 Laundry Rooms**

A communal laundry room with pay-for-use washers and dryers is located on the second floor of each building, exclusively for the use of residents. The equipment may be used at any time. Items left in the laundry room are subject to removal and disposal by the

Manager. Windows are to be closed and lights turned off when departing the laundry room.

## **2.6 Pets**

- (a) Limitations: Residents of Morningside may have pets, limited to a total of two (2) of any combination of dogs, cats and/or birds. Any reasonable number of fish is allowed. No other species of animals is allowed. Animals may not be kept for commercial purposes. Unit Owners shall hold the Association harmless from any claim resulting from any action of their animal, or the animal of a visitor or rental tenant in their unit. *(See section 6.3 of the Declaration for details.)*
- (b) Cleanup: Pet owners will police their pets and pick up all pet waste inside and outside the Morningside buildings. As a convenience for pet owners, stations for disposal of pet waste are located in several locations on the Morningside property.
- (c) Control: Pets are to be restrained by a leash at all times, when outside of a Unit. Pets must be kept under control at all times. Pets may not be housed or confined on a Unit lanai at any time.
- (d) Common Elements: Pets are prohibited in the Clubhouse and swimming pool areas at all times. Pets may never roam off leash on any of the Common Elements of the property, including building hallways.
- (e) Behavior: Pets may not interfere with the peace and quiet of residents. *(See, section 6.3 of the Declaration.)*
- (f) Complaints: All pet complaints are to be delivered to the Manager, in writing or by telephone. The Unit Owner, or person responsible for the problem animal will be given a written notice to correct the problem; if the problem is not corrected, appropriate enforcement action shall be taken, and final recourse is stated in section 6.3 of the Declaration.

## **2.7 Smoking**

Smoking is permitted indoors only in individual condominium units and on the lanais of a condominium unit. Smoking is prohibited at all times in interior common areas, such as corridors, stairwells, elevators, fire escapes, garages, any part of the Clubhouse and pool area (indoors and outdoors), and outdoors at or within fifteen (15) feet of building entrances. No person shall allow or cause ash or any smoking materials including cigarette butts to fall outside a building by any means or from any location, including a lanai, a window, a doorway, an exterior stairway, or a landing.

## **2.8 Exterior Doors**

Except for Association approved activity, all exterior doors, including the garage door, fire stairwell doors, the building front door, and all entrances to the clubhouse/pool areas shall be kept closed and latched at all times when not in use. Condo unit front doors shall be kept closed at all times except when entering or exiting (Denver Fire Code).

## **2.9 Barbecues and Open Flame Devices**

Use of barbecues and open flame devices in any Unit (including a lanai whether or not the lanai is enclosed) is a violation of the Denver Fire Code, and is strictly prohibited. The use of such cooking devices is also prohibited throughout the community (on green areas, stairwells, garages, fire escapes, parking lots, etc.). The only exception is residents' use of the permanently installed barbecue grills in the fenced outdoor picnic area at the outdoor pool.

## **2.10 Lanais**

Hanging or storing any items on or outside of lanai railings is prohibited. Shaking of mops, rugs or other materials from a lanai, fire escape stairway, or window is prohibited. No items shall be suspended from the ceiling of a lanai unless the Owner has received advance approval from the Association.

## **2.11 Use of Grounds**

The clubhouse is available for residents' social gatherings. Residents and up to six guests per unit may use the pools and the outdoor picnic area, all in accordance with Part 5. Additionally, City park space, complete with picnic tables, is located adjacent to the Morningside property. Except for the clubhouse and the fenced outdoor pool picnic area, no common areas within the community – including lawns, parking lots, driveways, sidewalks, and stairways – shall be used for gatherings of more than six persons. However, the Board may from time to time authorize an outdoor event, such as a community garage sale, to be held on the grounds. (*See also, Sec. 6.5 of the Declaration.*)

# **PART 3 – SIGNS AND SALES**

## **3.1 Estate Sales**

You may have an estate sale that is no longer than two consecutive days, if you give prior written notice to the Manager. No more than one estate sale may be conducted in a unit in any 12-month period unless the ownership of the unit has changed since the last estate sale. No more than six directional signs may be posted on the property during the hours of the sale only. At no time may doors be propped open. The resident or agent responsible for the sale shall meet customer(s) at the building's front door and escort them to the unit, and back to the front door. Your plan for the estate sale should include sufficient persons to assist with the sale, to allow for escorting customers between the building's front door and the unit. Hours of sale must be between 10:00am and 5:30 pm, Monday through Saturday.

## **3.2 Solicitation; Distribution of Materials**

No solicitation or distribution of materials of any kind is allowed at any time in the community, except with approval of the Board. The Board reserves the right to distribute information door-to-door that concerns management of the Community.

### **3.3 Bulletin Boards**

We provide bulletin boards for general notices related to Association matters, and, to a limited extent, for information posted by residents. No postings of religious or political nature are permitted. Public service announcements provided by government sources or non-partisan sources which do not promote any group, candidate, issue, or cause, are allowed. Material posted by a resident shall state the resident's unit number and date of posting. Material is subject to removal after two weeks or if it violates this rule.

### **3.4 Political Signs; Flags**

- (a) Political signs. A political sign is a sign with a message intended to influence the outcome of an upcoming election, or support a candidate or issue that will appear on the ballot, in which registered voters who live at Morningside Condominiums are allowed to vote. Sign dimensions must not exceed 36 inches by 48 inches. Signs may be displayed in a bedroom or living room window, or on the patio door; may NOT be displayed anywhere in the air space on a condominium lanai, on lanai railings, or on a unit front door; may be displayed no earlier than 45 days before the election to which the sign relates; and must be removed within seven days after the election to which the sign relates.
- (b) National flags. One American Flag, not to exceed 2' x 3' in size, may be displayed in a bedroom or living room window, on the patio door, on the unit front door or in the air space on a condominium lanai, in a manner consistent with the Federal Flag Code.
- (c) Military service flags. One US military service flag per military service, not to exceed a maximum dimension of 2' x 3' may be displayed in a bedroom or living room window, on the patio door, on the front entry door, or in the air space on a condominium lanai. The flag must have a star denoting the service of the unit resident, or member of the resident's immediate family, in the active or reserve military service during a time of war or armed conflict.

### **3.5 Showing Units for Sale or Rent**

Owners may show their units to prospective buyers or renters at any hour, if the activity does not disturb or annoy other residents. The unit owner and/or agent shall meet customers(s) at the front door and accompany them to the unit, and back to the front door after the showing. Open Houses may be conducted by Owners or licensed real estate agents, between the hours of 12 pm to 5:30 pm. No more than six directional signs may be temporarily placed on the property during the hours of the open house, and must be promptly removed following the open house.

### **3.6 Real Estate Signs; Broker Access; Lock Boxes**

- (a) No sign, poster, billboard, advertising device or display of any kind, including For Sale or For Rent signs are allowed anywhere on the property at any time. No more than six directional and Open House signs per unit are allowed on the

property during the hours of the open house, and must be promptly removed following the open house.

- (b) The Association provides an electronic access code to the buildings for use by licensed Real estate agents. Each agent is responsible to contact the Manager to obtain the current code and instructions for use.
- (c) One lock box per unit for sale or rent is allowed on the entry door of the unit. The Owner or the Owner's licensed real estate agent, is responsible for placing and maintaining the lock box. The lock box must be located on the unit's front door knob or handle, or otherwise securely affixed on or next to the door. Lock boxes are not permitted in any other location on the property, and misplaced lock boxes are subject to immediate removal by the Manager. The Association is not responsible for locating the owner of any lock box placed in a prohibited location, for any damage to the lock box caused by its removal, or for returning the lock box or any keys inside it, to its owner.

## **PART 4 – PARKING; GARAGES**

### **4.1 Designated Parking Area**

Parking of motor vehicles shall be in designated areas only. Residents should advise their guests, contractors, etc. of areas available for parking. There are no reserved spaces in the outdoor lots.

### **4.2 Driveways**

Motor vehicles shall not be parked in violation of Denver City ordinances. Vehicles shall not be parked in the driveways of the buildings. Driveways are fire lanes. *(See also, sections 6.11 and 6.12 of the Declaration.)*

### **4.3 Parking limitations**

No vehicle may be parked on the premises unless it is owned by a resident or guest. A current registration must be displayed at all times. Inoperable, abandoned, or junked vehicles shall not be parked on the premises. *(See also, section 6.9 of the Declaration.)*

### **4.4 Enforcement; Towing**

Unregistered, inoperable vehicles or improperly parked vehicles may be towed at the owner's expense. *(See also, section 6.9 of the Declaration.)*

### **4.5 No vehicle servicing**

No servicing activity including, but not limited to washing, maintenance, repair, rebuilding, dismantling, or repainting of any motor vehicle, trailer, boat, or other vehicle may be performed or conducted on the premises. *(See also, section 6.10 of the Declaration.)*

#### 4.6 Prohibited vehicles

The following vehicles may not be stored or parked within the Community: commercial vehicles as defined in these Rules, trucks over  $\frac{3}{4}$  ton, trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, and self-contained motorized recreational vehicles. Any such vehicle may be parked as a temporary expedience, for up to 24 hours only for loading, delivery of goods or services, or emergency, but may not be occupied. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the community when necessary for construction or for the maintenance of the Common Elements, Limited Common Elements, Units or any improvement located thereon. (*See also, section 6.8 of the Declaration.*)

#### 4.7 Parking Garages

- (a) All spaces are assigned to specific Units and are to be used only for the storage of one 2-axle vehicle and one collapsible or folding grocery cart. **EXCEPTION:** Because some residents may choose to drive a small 4-wheeled vehicle and a motorized 2-wheeled scooter or motorcycle, or two motorized 2-wheeled vehicles, no more than two vehicles may be parked in one space in the garage if the following conditions are met. (1) The owner gets prior written permission of the Manager, who may refer a request to the Board for a decision. (2) The two vehicles are able to be parked simultaneously completely within the parking space area and do not interfere with the use of an adjacent space such as by rendering it unreasonably difficult or impossible for an adjacent vehicle's doors to be opened. (3) The two vehicles when parked do not extend past 20 feet from the garage wall toward the fire/access lane through the center of the garage. (4) The resident complies with the terms on which such permission was granted, and does not change either of the two vehicles for which permission has been granted, without receiving written permission in advance from the Manager.
- (b) No motor vehicle engines should idle in the garages.
- (c) The speed limit in the garages is five (5) miles per hour.
- (d) Regulations which apply to parking lots also apply to garages.
- (e) Fire lanes must be kept clear at all times.
- (f) No parking is permitted which will block any parking space or impede the ability to drive in or out of a parking space.
- (g) No vehicle which is picking up or dropping off a resident shall be left unattended anywhere in the garage except in that resident's assigned parking space.
- (h) Smoking is not allowed in the garages.

#### 4.8 Bicycles

- (a) Locked bike rooms are located in each garage, next to the elevator, for the use of residents only. Nothing except bicycles may be left or stored in the bike rooms.

- (b) Use of bike racks is on a first come, first served basis.
- (c) All bikes must be locked and identified with the owner's name and unit number.
- (d) All bikes must be operable.
- (e) The Association wishes to give priority to residents who actively use and maintain their bicycles, and to make best use of the limited space in the bike rooms. Therefore the Association reserves the right to periodically check all bikes and remove any that are unidentified or inoperable for more than 60 days, and to remove and dispose of any items other than bicycles which have been left or stored in a bike room. The Manager will give reasonable notice to the owner of an inoperative bicycle, if the owner can be determined and located, so that the owner may promptly retrieve the bicycle prior to the Association's removing or disposing of it.

## **PART 5 – CLUBHOUSE AND SWIMMING POOLS**

### **5.1 Social and Recreational Facilities**

The Association maintains a Clubhouse with indoor and outdoor swimming pools, a hot tub, exercise equipment, an outdoor picnic area, social meeting area and other facilities. These facilities are provided for the non-exclusive use of all residents, in accordance with these Rules. An upper-level social-meeting area in the Clubhouse may be reserved for private use, as provided in this Part 5. The Association is not responsible for any injuries to persons or loss of property of residents or guests utilizing the pool or clubhouse facilities. The Association reserves the right to deny use of the pools or clubhouse to anyone at any time for reason, including nonpayment of dues, fees, or any other debts due and payable to the Association, and violation of any provision of the Declaration or these Rules. (*See also, Rule 2.11.*)

### **5.2 Clubhouse and Pool Hours**

The Clubhouse and indoor swimming pool are open to residents each day from 5:00 AM to 11:00 PM. The outdoor pool and the barbecue/picnic area behind the clubhouse may be used by residents each day from 7:00 AM to 11:00 PM.

### **5.3 Use of Clubhouse and Pools**

- (a) These facilities are for the private social use of residents and their guests. Please note the limit of six (6) guests per unit in the pool area, in Rule 5.06 below. As with the other facilities, the pools may not be used for commercial purposes, including classes.
- (b) Non-resident Owners may not use the pools or clubhouse, unless as the guest of a resident.
- (c) For safety reasons, children under the age of 14 must be accompanied by a resident adult in pools, unless such child can prove swimming proficiency by



providing Red Cross or similar certification. The hot tub must be used in accordance with manufacturer's guidelines.

- (d) A Morningside resident must accompany his or her guests in the pools and clubhouse areas at all times.

#### **5.4 Pets**

No pets are allowed in the clubhouse or pool areas.

#### **5.5 Smoking**

Smoking of any tobacco or marijuana product, including "electronic" cigarette ("e-cigs") is prohibited in the clubhouse, at/or within fifteen (15) feet of building entrances, and in all indoor and outdoor pool areas, including the entire fenced area surrounding the outdoor pool.

#### **5.6 Rules for the Swimming Pools and Hot Tub, and Outdoor Pool Picnic Area**

Two swimming pools and a hot tub, and a fenced picnic area at the outdoor pool, are provided at Morningside for the enjoyment of residents and guests as provided in these Rules.

- (a) **WARNING: THERE IS NO LIFEGUARD ON DUTY AT ANY TIME. ALL PERSONS SWIM AT THEIR OWN RISK.**
- (b) There may be no more than six (6) guests per Morningside unit in the pool/picnic areas (indoor and outdoor, combined, not six guests per pool) at one time. Guests must be accompanied by a Morningside resident at all times.
- (c) For community health reasons:
  - (1) Persons having infectious diseases, open sores, cuts or wounds, or recent vaccinations may not use the pools or hot tub.
  - (2) Any person, regardless of age, who wears diapers, must wear a swim diaper at all times while in the pools or hot tub, for reasons of community health. A "swim diaper" is a garment which is intended and/or may be used for swimming purposes, as stated on the packaging in which it is sold or on a label in the garment itself.
- (d) Proper swim attire is required at all times.
- (e) For safety reasons:
  - (1) No glass containers are allowed in pool areas, including the entire fenced picnic area. No food or beverages are allowed in the pools or within three feet of the edge of the pool.
  - (2) No diving, jumping, running or horseplay is allowed in or around the pools or hot tub.
- (f) Access to the pools must be kept clear for safety reasons. Therefore:

- (1) No persons shall sit or stand either in or out of the water, on the steps in the shallow end of the pool or in any position, whether in or out of the water, which blocks access to the steps from in or outside the pool.
  - (2) If a 'safety line' is painted/applied to the pavement around the pool, no furniture, food, clothing, toys, towels, or other items shall be placed between the safety line and the edge of the pool (the "safety area").
  - (3) Regardless whether a 'safety line' is present, pool furniture must be kept at least three feet away from the edge of the pool at all times.
- (g) Because of the possibility of damage to the pool circulation system, no person shall throw or place small objects in the pools. Examples: tennis balls, small footballs, nerf balls, etc.
  - (h) Excessive noise or loud music is not allowed in pool areas. Sound carries easily to nearby buildings and can disturb residents.
  - (j) Lap swimming and water walking activity take precedence over other recreational activity. Reasonable flotation devices are allowed in the outdoor pool only, and other reasonable water exercise equipment may be used in either pool. However, the use of any flotation device or exercise equipment, in either pool, must not interfere with lap swimmers or water walkers.
  - (k) Pool furniture may not be removed from the pool areas.
  - (l) Access to the pools or spas is prohibited when entry to those areas is posted as prohibited.
  - (m) Only the maintenance staff is permitted to remove the pool cover. Use of the pool is not allowed when the cover is on any part of the pool.
  - (n) Additional rules may be posted at and around the swimming pools and hot tub.
  - (o) **WARNINGS: IT IS RECOMMENDED THAT RESIDENTS NEVER SWIM ALONE OR WHEN NO ONE ELSE IS IN THE POOL AREA. ELDERLY PERSONS, PREGNANT WOMEN AND THOSE WITH HEALTH CONDITIONS REQUIRING MEDICAL CARE SHOULD CONSULT WITH A PHYSICIAN BEFORE ENTERING THE HOT TUB. HOT WATER IMMERSION WHILE UNDER THE INFLUENCE OF ALCOHOL, NARCOTICS, OTHER DRUGS, OR MEDICINE MAY LEAD TO SEVERE CONSEQUENCES AND IS NOT RECOMMENDED. LONG EXPOSURE IN THE HOT TUB MAY RESULT IN NAUSEA, DIZZINESS OR FAINTING.**

## 5.7 Clubhouse Rules

- (a) The clubhouse is available for non-exclusive use by residents. Only the upper level social-meeting area - which does not include the library and billiards tables - may be reserved for private use. The lower level, pools, and picnic area may not

be reserved. Every resident shall have equal rights to use and reserve the upper level of the facility. Conflicts of usage shall be resolved by the Board.

- (b) **The clubhouse is provided for the private social activities of Morningside residents and their invited guests, and may not be used for any commercial, political, fraternal, or religious meetings, classes, or services. No sales of any goods or services are allowed.**
- (c) At no time shall the occupancy of the upper level of the clubhouse exceed the number of persons allowed by the fire department, as posted.
- (d) The kitchen is for the exclusive use of residents reserving the clubhouse for an event. Cabinets in the kitchen and bar area are for daily storage only. All items left in cabinets or elsewhere are subject to removal and disposal.
- (e) Billiards (also called pool) tables are to be used exclusively for their intended purpose and not for the storage or serving of food or drinks. No person of any age is allowed to lie, sit, or stand on a billiards table.
- (f) Clubhouse furniture may not be removed from the area and must be put back in place if it is moved.
- (g) Users of exercise rooms, exercise equipment, saunas, etc. must comply with all posted rules. Lockers are for daily storage of personal items only. Items left in lockers or elsewhere are subject to removal and disposal.
- (h) The Association shall not be liable for any injuries to persons or property damage resulting from the use of the Clubhouse facilities and pools by any person who is at the time of such use impaired by the consumption of alcohol or any other drug.

## **5.8 Clubhouse Social Meeting Area Reservations**

- (a) A reservation calendar is maintained by the Manager. Reservations for the exclusive use of the clubhouse social-meeting area are accepted on a first-come, first-served basis. Reservations must be made at least ten (10) days but no more than six (6) months in advance. The clubhouse cannot be rented by anyone other than a Morningside resident who is at least eighteen (18) years of age. A clubhouse reservation with paid deposit and applicable fees is required for any gathering of more than twelve (12) people. See attached clubhouse upper level party area reservation agreement.
- (b) Residents sponsoring any event must be present at all times.
- (c) The clubhouse social-meeting area may not be reserved during the time of scheduled meetings of the Board or of any Morningside committee as shown on the calendar maintained by the Manager.
- (d) Non-residents – including non-resident Owners – may not rent the clubhouse social-meeting area. Resident(s) in a leased Unit may rent the area if a current lease is on file with the Association as required by the Declaration as evidence of such residency.

- (e) Rental fee: The rental fee, along with the cleaning deposit (see Rule 5.08(f) below), must be paid within five (5) days after making a reservation by money order or check payable to Morningside Homeowners Association. The rental fee shall be retained by the Association to defray part of the cost of maintaining the Clubhouse facility.
- (f) Cleaning and Damage Deposit: A refundable cleaning and damage deposit is due with the rental fee. This payment will be refunded if the facilities are left clean and there are no damages. The final determination regarding the return of the deposit is at the discretion of the Association. The resident reserving the clubhouse social-meeting area is responsible for all cleaning and must provide their own cleaning supplies and equipment.
- (g) Cancellations: A reservation may be cancelled at any time in advance, by giving actual notice to the Association's Managing Agent. If the event is cancelled at least ten (10) days before the reserved date, both the rental fee and cleaning deposit will be refunded. If the cancellation occurs less than ten (10) days before the reserved date, only the cleaning deposit will be refunded.

## **PART 6 – HOMEOWNERS' RESPONSIBILITIES – GENERAL**

This Part 6 describes the Owner's responsibilities for the use, upkeep, maintenance and repair of fixtures and improvements in Units and certain Limited Common Elements. These obligations are imposed by the Declaration, including but not limited to Sections 4.4 and 4.5 and Article 6. Part 7 of these Rules deals specifically with owners' responsibilities when performing or hiring work for maintenance, alteration, renovation or remodeling. Part 8 covers insurance and claims.

### **6.1 Air Conditioners**

Air conditioners installed in the unit, or on the lanai are the property and responsibility of the Owner. Installation of additional air conditioner units must be approved by the Board, prior to installation. The Owner is responsible for repairs and replacement of air conditioners.

### **6.2 Appliances, Bathroom & Kitchen Fixtures & all Lighting Fixtures**

All these fixtures are the property of the Owner, who is responsible for their repair and replacement.

### **6.3 Building Entry System**

The residential building front door entrance system is maintained by the Association. However, each unit owner must subscribe to local telephone service in order to activate the system for their individual unit.

#### **6.4 Doors & Windows**

- (a) Doors: Repair and replacement of unit interior and unit entry doors are the responsibility of the Owner. Replacement of unit entry doors must be approved by the Board, prior to door installation. All unit entry doors must be fire-rated and comply with the Denver Fire Code. Front entry doors may only be painted or stained a solid color. Unit entry doors must be kept closed at all times as required by the Denver Fire Code. (*See also*, Rule 6.14(a) concerning entry doors and alcoves.)
- (b) Windows & Lanai Doors: Unit windows, lanai windows and lanai doors and all screens are the responsibility of the Owner. Replacement of any windows or lanai doors must be approved by the Board, prior to door/window installation. Lanai doors may not be removed and must remain closed in the winter months to protect the pipes from freezing. Owners are responsible for cleaning all condominium windows, sliding patio doors and lanai enclosure windows.
- (c) Window & Lanai Door coverings: Nothing but conventional draperies, curtains, blinds, shades or shutters may be hung at the unit windows, the lanai door, and the lanai windows. Only neutral colored shades may be hung above railings on open lanais.
- (d) Unit Entry Doors Closed: Unit entry doors must be kept closed at all times except when entering/exiting, as required by the Denver Fire Code.

#### **6.5 Drywall**

Unit owners are responsible for drywall maintenance, repair, and replacement within the Unit.

#### **6.6 Electrical**

Electrical devices that could overload the standard circuits are prohibited and any damage resulting from misuse/overload of electric circuits in any unit and is the responsibility of the unit owner. The unit owner is responsible for repair or replacement of the electrical panel located inside the unit and serving only that unit, and any updates to the unit's electrical system. However all panel replacements and system updates must be approved by the Board in advance. All electrical work, including repairs, must be completed by licensed electrical contractors, and meet all applicable government codes.

#### **6.7 Fireplaces**

Morningside unit owners are responsible for flue cleaning, in those condominiums that have fireplaces.

#### **6.8 Floor Coverings**

All floor coverings are the responsibility of the unit owner. Installation of hard surface flooring (other than in entry ways, kitchens, bathrooms and laundry or storage rooms)

must be approved by the Board, in advance of installation, and must meet Morningside Condos “Hard Surface Floor covering Specifications” available from the Managing Agent, posted on the community website, and outlined in Part 7 of these rules.

## **6.9 Pests**

The Owner must immediately notify the Association after discovering any pest (insect or rodent) infestation in their Unit, and must also immediately mitigate the infestation. This Rule applies to, but is not limited to, bedbug or flea infestations.

## **6.10 Fungus and Mold**

Fungus problems, including mold growth, inside buildings typically result from either allowing moisture to accumulate over a period of time, or failing to properly remove moisture after a water problem. The Association Master Insurance Policy does not cover fungus problems. Most Unit Owner insurance policies do not cover fungus or mold problems.

- (a) Owners have responsibilities related to fungus causing problems and actual fungus problems. Non-resident Owners are accountable for such responsibilities regardless of whether or not their unit is occupied. The Association Board or its representatives shall determine on a case-by-case basis whether Owners’ responsibilities have been handled in a timely manner.
  - (1) Each Unit Owner is responsible for preventing or promptly remediating any fungus-causing problem which starts within their Unit. Owners are also responsible for timely remediation of any actual fungus problem that results from their failure to handle such fungus-causing problem.
  - (2) When any fungus causing problem starts outside an Owner’s Unit and appears inside an Owner’s Unit, Owners are responsible for (1) timely monitoring of their Units for evidence of such a problem, (2) notifying the Association in a timely manner of such a problem, and allowing the Association timely access to the Unit to remedy such a problem. Owners who fail in these responsibilities become responsible for timely remediation of any resulting fungus problem in their unit.
- (b) Due to health risks to other Owners or residents, if an Owner fails to remedy a fungus problem in their Unit arising under circumstances described in either section (a)(1) or section (a)(2) above, then the Association may enter the Unit and remedy the fungus problem at the expense of the Unit Owner, under section 5.6 of the Declaration (Owners Negligence and Misconduct).

- (c) To reduce potential costs payable to the Association, an Owner who observes any potential or actual fungus problem anywhere in Morningside outside the Owner's Unit is asked to immediately notify the Manager of the situation.

### **6.11 Heating & Hot Water Pipes**

There is dual responsibility of unit owner and the Association for these pipes. It is the responsibility of the unit owner to protect and not damage the heating/hot water pipes, and unit thermostat. The unit owner is responsible for keeping furniture/debris from blocking air movement around the heating pipes. If a unit owner has a problem with any of the heating pipes, or the thermostat, they must contact the Manager immediately. Maintenance and repair of the heating system is the responsibility of the Association, except for damage caused by residents, or their contractors. All Morningside owners and residents have a duty to cooperate with the Association for inspection and repairs of the heating/hot water pipes in every condominium unit. Lanai doors are not to be left open or removed and must be kept closed during cold weather in order to protect the heating pipes that run beside the lanai door and in the concrete floor underneath the door.

### **6.12 Keys & Garage Door Openers**

Each Unit Owner is initially provided and is responsible for, two building entrance keys, one clubhouse/pool card key, and one garage door opener. All must be transferred to a new owner or resident at time of property delivery. Owners may purchase additional building entrance keys and garage door openers from the Association. Each Owner is also responsible for the entry lock and keys for his Unit.

### **6.13 Plumbing**

Any alterations or additions to the plumbing in a unit is the responsibility of the unit owner, must be approved by the Board prior to construction, and must meet all applicable city/county of Denver codes. Repairs must be completed by a licensed plumbing contractor. Cleaning of clogged drain lines in a condominium unit is the responsibility of the unit owner. The Board is responsible for cleaning drain lines outside of the unit walls, and the Board retains the authority to determine if cleaning a clogged drain is the responsibility of the Association or the unit owner. Only replacement of existing laundry equipment/plumbing is allowed, and no additional laundry hookups or equipment may be installed anywhere in a condominium unit. (*See also*, Section 6.23 of the Declaration.)

### **6.14 Owner Responsibility for Limited Common Elements:**

#### **(a) Entry Alcoves**

Painting and upkeep of the alcove outside each Unit's entry door, is the exclusive responsibility of the Association. Unit residents may hang temporary decorative items and holiday decorations on the alcove walls and the entry door. However, the Association is not responsible for damaged, lost or stolen items. Nothing may

be placed on the floor in the alcove. Items placed on the floor are subject to removal by the Association.

**(b) Garage Parking Space**

Unit Owners reserve the right to park a motorized vehicle in the space that is assigned to their condo (*see Rule 4.07*), or they may rent the space to another Morningside resident (*Declaration, sec. 6.7*). Nothing may be stored in the garage parking space except one collapsible or folding grocery cart and a mobility aid such as a battery-powered scooter or a bicycle or tricycle. All such storage is at the owner's risk of loss, and no items shall create an unsightly appearance. Any fluid leaked from vehicles is to be cleaned up promptly and the source of the leak is to be remedied. No motor vehicle shall be parked in the garage in a manner which will impede driving or parking any other vehicle. No abandoned or inoperable vehicle may be parked in the garage parking space. No vehicle maintenance is allowed in the garage (*Declaration, sec. 6.10*).

**(c) Management of Garages and Parking Lots**

The Association reserves the right to remove non-allowed items from parking spaces. The Association is responsible for garage cleaning, and from time to time, requests unit occupants to remove their vehicles for said cleaning.

**(d) Lanais and Lanai Maintenance**

- (1) There is dual responsibility for lanai maintenance between the Owner and the Association, as provided in Section 4.5 of the Declaration and this rule.
  - (a) Painting walls of open lanais is the responsibility of the Association. Installation of floor coverings and drop shades on an open lanai are the responsibility of the Owner. Shades must conform to the requirements of Rule 6.03(c).
  - (b) Painting walls and installation of floor coverings and window coverings on enclosed lanais are the responsibility of the Owner. Wall paint must be a neutral color that does not contrast sharply with the color of the exterior building masonry, and is approved in advance by the Board. Window coverings must conform to the requirements of Rule 6.04(c).
- (2) Replacement of lanai windows, screens and lanai doors are the responsibility of the Owner, and must be approved by the Board prior to installation. See Rule 7.09 for lanai window specifications.
- (3) If an Owner encloses, replaces windows or doors on, or otherwise customizes his lanai without prior Board approval, the Association may,



within the time frame allowed by law, require the then Owner to restore the lanai to its original condition.

- (4) Unsightly or unsafe furniture, fixtures, or any other items including, but not limited to bicycles, sports equipment, appliances, automobile parts and tires, boxes, newspapers, and laundry drying racks are not allowed on lanais. ***Nothing flammable may be stored on any lanai.***

(e) **Storage Locker**

Unit Owners are responsible for all items stored in their storage locker areas of the building, and also for padlocks that secure their lockers. ***No perishable, toxic or flammable materials may be stored in the storage lockers area or in any locker.***

**PART 7 – HOMEOWNERS’ RESPONSIBILITIES – MAINTENANCE, RENOVATION, AND REMODELING WORK**

This Part 7 describes Owners’ obligations when performing or hiring maintenance, alteration, renovation or remodeling work. Part 6 describes the responsibilities of homeowners for the use, upkeep, maintenance and repair of fixtures and improvements in Units and certain Limited Common Elements. Part 8 covers insurance and claims.

**7.1 Approval Required**

Owners may not modify or remodel a Unit without prior written consent of the Board. Owners must make an application to the Board for modification or remodel on a form titled “Work Authorization – Remodel Request Form.” See attached copy of form, or contact the Manager or on-site maintenance office for a copy of the form.

**7.2 Responsibility**

Any alterations made to Unit interiors or Limited Common Elements made by Owners must not adversely affect the building structure, must comply with all applicable building codes and permit requirements, and must be at the Owner’s expense.

**7.3 Working Hours**

Working hours shall be from 8:00 am to 5:30 pm, Monday through Saturday. No resident or contractor construction activity is allowed on Sunday or Holidays.

**7.4 Compliance with Morningside Documents and Laws**

Any Owner working in their Unit, or contracting for work to be done in their Unit assumes full responsibility for compliance with the Declaration, Rules and Regulations, all amendments to Morningside documents, all applicable community forms and all posted notices, as well as all laws, including city/county building codes, and permit requirements. Owners are responsible for determining the need for, and obtaining

government permits, prior to beginning the work. Owners are responsible for hiring licensed/insured contractors and providing the Manager with that documentation. Owners are responsible to contact the Manager to receive all applicable forms that must be completed and submitted to the Board for approval, and clarifying all rules before work begins. The Association's review process for approval of work within a Unit does not include verification of engineering standards or compliance with City/County codes. This is entirely an Owner obligation.

## **7.5 Cleanup**

Appropriate cleanup shall be the responsibility of Owners and their contractors. Any dirt, sawdust, carpet scraps, or other material tracked or spilled in elevators, hallways, garages or stairways must be cleaned up immediately. All involved hallways, elevators, lobbies, stairways, garages and other common areas must be cleaned up at the end of each day. There will be a cleaning fee assessed if on-site staff members have to clean these areas. The fee will reflect the type and amount of cleaning required.

## **7.6 Damage to Morningside Property due to Negligence or Misconduct**

Under section 5.6 of the Declaration, Owners performing modifications, remodeling, or repairs, or having such work performed, agree to repair all damages to Common Elements, Limited Common Elements, and Units caused through negligent or willful acts or omissions. The deductible, or uninsured portion of the loss incurred by the Association for repair/replacement shall be the personal obligation of such Owner. See the Declaration for further information.

## **7.7 Elevator Usage**

Elevators cannot be used to transport materials before 8:00 am or after 5:30 pm. Unnecessary or excessive use of elevators is not permitted. Elevator walls and floors must be protected by pads and floor boards (Association owned and provided). The Owner or resident shall notify the Manager at least one business day in advance, asking that the elevator be prepared.

## **7.8 Hard Surface Flooring.**

- (a) Installation of hard surface flooring, in areas other than entryways, bathrooms, storage rooms, laundry rooms, and kitchens must have advance written approval from the Board, and be installed in accordance with the sound deadening standards adopted by the Association. All Morningside condos have six-inch (6") slab concrete floors. Hard surface flooring must meet the two flooring "industry standards" stated in this Rule. It is the responsibility of the condo owner, the floor covering materials vendor and/or the installation contractor to provide Morningside management with the documentation regarding the material, installation method that will be used, and the S.T.C. and I.I.C. ratings of the system. Additional information and Work Authorization/Remodel Forms are

available from management, or at the Morningside Maintenance Office in the lower level of the Clubhouse.

- (b) Industry standards regarding noise transmission in multi-family dwellings:
  - 1) S.T.C (Sound Transmission Class) refers to airborne sound impacting any surface, including ceilings, walls and floors, such as television, stereo, radio, voice, etc. that can transmit sound to a unit below or beside. **An S.T.C. rating of 60 or higher is required at Morningside.**
  - 2) I.I.C. (Impact Insulation Class) refers to sound impact on the surface of the floor that can transmit and cause intrusion to the unit below or beside, including footsteps, dropped objects, furniture sliding/rolling across the floor, percussion instruments (drums, piano, organ), etc. **An I.I.C. rating of 60 or higher is required at Morningside.**

## 7.9 Lanai Enclosure Window Specifications

These specifications and requirements have been adopted in order to maintain the consistent exterior appearance of Morningside's buildings. These specifications and requirements shall apply to all lanai enclosure window installations and replacements:

- (a) The large opening of each Morningside unit lanai is approximately 15 feet long, and approximately 8 feet high, divided horizontally by a railing that is approximately 42 inches from the floor. The space facing the front of each lanai, must have exactly three separate equally spaced sets of windows (upper and lower) spanning the 15' space. There shall also be one set of upper and one set of lower windows in the short side of the lanai.
- (b) Window frames must be the "Morningside Chocolate Brown," or anodized bronze color.
- (c) Separate upper and lower windows are required. All lower windows must be located inside of and flush with the wooden railings, and upper windows shall be flush with the lower windows.
- (d) The horizontal mullions are to be no higher than 42" from the floor, and should be load-bearing support beams for upper windows.
- (e) Mullions should be no more than 6" in width.
- (f) Each window shall be approximately 32" wide with every other window being a "slider."
- (g) Only horizontal sliding windows are allowed. No vertical sliding or crank windows are permitted.
- (h) Further information is available from the Manager.
- (i) Specification drawings must be attached to the Work Authorization/Remodel Form.

## **7.10 Violations**

Violations of these Rules may result in imposition of fines against the violating owners after notice and opportunity for hearing, and/or legal action to enforce the terms of these Rules.

## **7.11 Insurance**

Owners agree that the Association will not be responsible for damage to the exterior or interior walls, ceilings or floors, or for damages to any personal property within the Unit, arising from modification, remodeling or repair being done in a Morningside Unit.

Owners further agree to maintain hazard and liability insurance, which affirmatively includes these coverages , and to require proof of liability insurance from their contractor.

## **7.12 Liens; Release of Liability; Indemnification**

Each Owner agrees that no liens for labor, materials, and/or services shall be attached to or filed against any common element of the Association or any assets of the Association or its Manager, arising out of or in connection with any work performed in or for the Owner's Unit.

Owners performing renovations, modifications, remodeling, repairs or installations or having such work performed, agree to indemnify and hold harmless the Association, its employees or agents, and other Owners and residents, for any damage to Common Elements, Limited Common Elements, other Units, or any person or property, including personal injuries, caused by or arising out of the renovation, modification, remodeling, repair, or installation. Owners hereby release and forever discharge the Association, its officers, directors, agents, and all owners and residents of Morningside from any liability, loss, damage (including reasonable attorneys fees), manner of action or inaction, lawsuits, controversies, claims, and demands, caused by or arising from renovation, remodeling, repair, or installations being performed in a Morningside Unit.

## **7.13 Floor/Ceiling Construction.**

The Morningside Condominiums are of POST TENSIONED CABLE CONSTRUCTION. Any drilling or fastening into the ceiling or floor must be approved in writing IN ADVANCE, by the Board and may require x-rays to be taken. See section 6.22 of the Morningside Declaration, and contact the Manager for further information.

## **7.14 Waste and Worksite Consideration**

All excess materials, debris and trash must be hauled away by the contractor or Owner. Cleaning charges will be assessed if on-site maintenance staff is required to clean affected areas. No materials, debris or trash may be thrown down central trash chutes or disposed of in Association dumpsters. Charges reflecting the type and amount of cleaning may be assessed if on-site staff is required to clean trash chutes, trash rooms, or Association dumpsters. Exterior building doors, and unit front doors must be kept closed when work is being done. No preparation work is to be done in the hallways, on fire

escape stairwells, landings, driveways, or in garages, except in the parking space assigned to the Unit where the work is being done. Contractors and/or Owners assume all responsibility for materials, tools, etc. left unattended in garage parking spaces. Dust must be kept to a minimum, and must not be allowed to filter into building common areas.

## **PART 8 – INSURANCE, CLAIMS, AND DEDUCTIBLES**

8.1 Article 7 of the Declaration sets out the responsibilities of the Association and Owners for insurance coverage. Information about the Association’s current insurance coverage is available for inspection and download at no charge on the Association’s website. Owners are encouraged to review those requirements and to maintain, at all times, insurance coverage for:

- General liability
- Personal Property
- The deductible on the Association’s hazard insurance policy,
- Any building property betterments and upgrades in their Units, beyond the standard and quality of original non-upgraded construction
- Vehicles owned or operated on Morningside property

In addition, Rule 7.11 above requires an Owner to carry insurance coverage for work performed to modify, remodel or repair the Owner’s Unit.

8.2 Any insurance policy obtained by an Owner must contain:

- (1) Waivers of subrogation against the Association, its employees and agents, and the other Owners; and
- (2) Provisions that the liability of the carriers issuing insurance obtained by the Association cannot be affected or diminished by the Owner’s insurance.

8.3 Any damage to Units insured by the Association’s master insurance policy shall be handled through the Association, which in its discretion may or may not file a claim under such policy if the cost of repairs exceeds the policy deductible. When the source of the damage is properly attributable to one or more Units, the Owner of each such Unit may be charged in an amount up to the current deductible on the Association’s master insurance policy, in accordance with Rule 8.04. An Owner’s risk of being charged an amount up to the Association’s deductible, may be insured, as recommended in Rule 8.01.

8.4 The deductible amount on the Association’s hazard insurance may change from time to time, and that amount may be payable by one or more Unit Owners. For claims property insurance by the Association’s hazard insurance policy, whether or not the Board in its discretion chooses to submit a claim under that policy, the responsibility for payment of funds up to the Association’s hazard insurance deductible amount (hereafter “Deductible

Funds”) for any work, repairs, reconstruction, or replacement, involving Common Elements, Limited Common Elements, or Units, shall be as follows:

- (a) The Association shall pay Deductible Funds resulting from damage to or failure of Common elements (such as roofs, siding, perimeter caulking around windows) or Limited Common Elements (such as pipes neither inside nor exclusively serving an individual Unit), except when an Owner is required to pay Deductible Funds under section 5.6 of the Declaration.
- (b) An Owner, whether or not assisted by proceeds of the Owner’s insurance policy, shall pay Deductible Funds resulting from damage to or failure of some or all part(s) of the Owner’s Unit, and/or when the Owner is required to pay Deductible Funds by section 5.6 of the Declaration.
- (c) For a single incident in which payment of Deductible Funds for different subparts of the incident are separately attributable to any combination of the Association and/or one or more Owners, each party shall pay a prorated portion of Deductible Funds according to the proportion of each incident subpart to the whole incident/claim. For a complex claim involving liability of multiple Owners and perhaps the Association itself, the Board may elect, but is not required, to have Deductible Funds paid entirely by the Association.

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## **SUMMARY OF MORNINGSIDE MOVING AND DELIVERY RULES**

- See Morningside Rules, including Rule 2.02, for details.
- **MOVE IN/OUT**
- **DELIVERY OF NEW PURCHASES AND REMOVAL OF OLD ITEMS: FURNITURE, MATTRESSES, APPLIANCES, WINDOWS, AND OTHER LARGE ITEMS**
- **DELIVERY OR REMOVAL OF REMODELING,/PAINTING EQUIPMENT, MEDICAL EQUIPMENT, AND DONATED HOUSEHOLD ITEMS**

**MOVING/DELIVERY HOURS: 8:00 am to 5:30 pm MONDAY – SATURDAY, EXCLUSIVELY**

### **MOVING AND DELIVERY PROCEDURES**

- All moving of large items, including delivery of new items, medical equipment and donations to a charity for pickup must be done **THROUGH THE GARAGE**. No moving through the front door is allowed at Morningside.
- You must notify Morningside's management company (Skyline) in advance and give Skyline a \$200.00 moving/damage/cleaning deposit before any move can begin. The deposit will be refunded (minus costs of cleaning/repairs if the move in/out area is left unclean or damaged) following an inspection by the Morningside maintenance staff.
- Protective wall pads and a wooden floor pad (provided by the Morningside maintenance staff) must be installed to protect the elevator. Reservations must be made at least one business day in advance for elevator usage –with protective pads/mats in place – by calling 303-758-4355. At that time you may, if needed, arrange to borrow an independent service key for the elevator. You must personally sign the key out from Morningside on the day of the move and return it by 10:00 AM the next day. Deposit will be forfeited if the key is not returned.
- Elevators are to be operated during all moves in a manner which allows for continued passenger use, i.e. they are not to be "held" at any floor for more than a few seconds. Call Skyline at 303-758-4355 with any questions.

### **INSTRUCTIONS FOR YOUR MOVERS AND DELIVERY SERVICES**

- The **GARAGE DOOR** electric eye can be blocked during your move in/out, so that the door will remain open. For assistance, contact the management company (on-site maintenance staff will be paged to assist you).
- **ELEVATOR** pads/floor must be in place before beginning to move in or out.
- **MOVING VEHICLES** are not to park on the sidewalk, or block any garage entrance, parked vehicle, or garage parking space.
- Movers\* should place a **NOTE ON THE MOVING/DELIVERY VEHICLE** stating where they can be located in case of an emergency.
- Movers\* are to use the **ELEVATOR** or the fire escape stairs on the building ends for all moves. **NO MOVING OR DELIVERY IS ALLOWED THROUGH THE FRONT DOOR**. If a fire escape door is propped open, you or your movers\* must monitor that entrance at all times.
- Movers\* are to **GATHER ITEMS OUTSIDE THE ELEVATOR** until such time as they have a full load. Then immediately load the elevator; proceed to the desired floor, unload all items into the hallway and allow the elevator to be used by others. Elevator doors are not to be physically restrained or jammed to prevent closing, as that may result in damage to the system.
- **EMPTY MOVING BOXES** are to be collapsed and stacked neatly near the dumpster in the trash room in the garage, or in the recycling bins on the property. Packing paper must be compressed, bagged and placed in the dumpster. Do not put packing paper or boxes down the trash chute.

**MORNINGSIDE'S PROPERTY MANAGER: SKYLINE MANAGEMENT, INC. (303) 758-4355**

\*Includes delivery personnel

**WORK AUTHORIZATION-REMODEL REQUEST FORM**  
**MORNINGSIDE CONDOMINIUM ASSOCIATION**

Request Date : \_\_\_\_\_ (form must be submitted to the Manager **at least 10 days before work begins**)

Estimated date work to begin: \_\_\_\_\_ Estimated end date: \_\_\_\_\_

Owner name-PRINT: \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Phone# \_\_\_\_\_

Owner Address: \_\_\_\_\_ Bldg. \_\_\_\_\_ Unit \_\_\_\_\_ E-mail: \_\_\_\_\_

Morningside Work site address: \_\_\_\_\_ Bldg. \_\_\_\_\_ Unit \_\_\_\_\_

**Nature of work to be performed (describe in detail):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Water shutoff required? \_\_\_\_\_ (Yes/No) See #2 below for further information.

**REQUIREMENTS & GUIDELINES**

1. WORK HOURS: MONDAY through SATURDAY – 8:00am – 5:30pm. No Sundays or holidays.
2. Equipment and materials may be transported only in the elevator or through fire escape doors and only during working hours. The elevator must be padded and a false floor installed by the Manager prior to transporting materials. One day’s notice to the Manager is required so that the elevator may be prepared. Water shutoff must be scheduled 2 days in advance with the Manager; water shutoff must be completed between 8:00 am and 4:00 pm Monday through Friday.
3. Morningside Condominiums are “Post-Tensioned Cable” construction buildings. Contractors must be aware PRIOR to construction. (see **Morningside Condominium Declaration** section 6.22 for detailed information – (www.morningsidecondos.com) If work requires drilling or fastening into ceiling or floor, Post-Tensioned Cable X-Rays are required. Contact the Manager with questions PRIOR to beginning construction.
4. Owners/Contractors are responsible for all trash removal and cleanup. No construction trash may be put in any dumpster on the Morningside property.
5. See Renovation and Remodeling Guidelines section of the **Morningside Rules and Regulations**.  
5a. FLOORING: Hard Surface Flooring must be in accordance with Section 7.8 of the amended and adopted, June 23, 2016 **Morningside Rules and Regulations**.
6. Owners are responsible for compliance with these requirements/guidelines and all laws and codes. Owners are responsible to obtain all required government permits and must provide copies of same to the Manager along with this completed form. Owners are to ensure that all contractors provide proper general liability and worker’s compensation insurance certificates prior to the start of the work. **Insurance certificates must be submitted to the Manager along with this Work Authorization Form.**
7. By signing this document, Owner acknowledges and agrees to comply with all legal requirements concerning asbestos disturbance and remediation while remodeling. Please refer to:  
[https://www.colorado.gov/pacific/sites/default/files/AP\\_ASB-RenovationDemolition.pdf](https://www.colorado.gov/pacific/sites/default/files/AP_ASB-RenovationDemolition.pdf)
8. For further information contact: Skyline Management, Inc. 303-758-4355 or email [services@skylinedenver.com](mailto:services@skylinedenver.com)

**INDEMNIFICATION:**

By submitting this form, you acknowledge that as stated in Rule #7.12 of the **Morningside Rules and Regulations** that you indemnify and hold harmless the Morningside Homeowners Association and others for any damages or injuries caused by or arising from the work.

**RETURN THIS COMPLETED FORM, ALONG WITH ALL APPLICABLE PERMITS, CONTRACTORS LICENSES & INSURANCE INFORMATION TO THE MORNINGSIDE MAINTENANCE OFFICE AT: 7100 E. Hamilton Place, Denver CO 80224 (lower level, east side of Clubhouse), or mail to: Skyline Management, Inc., 2121 S. Oneida St. #633, Denver, CO 80224.**

***DO NOT WRITE BELOW THIS LINE***

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date \_\_\_\_\_

# **LANAI ENCLOSURE/WINDOW SPECIFICATIONS**

## **MORNINGSIDE CONDOMINIUMS**

**November 1, 2013**

Unit owners are responsible for complying with all requirements and guidelines of the Morningside Condominium Association for replacement/installation of lanai enclosure windows/screens.

### **SPECIFIC REQUIREMENTS:**

- (a) The large opening of each Morningside unit lanai is approximately 15 feet long, and approximately 8 feet high, divided horizontally by a railing that is approximately 42 inches from the floor. The space facing the front of each lanai, must have exactly three separate equally spaced sets of windows (upper and lower) spanning the 15' space. There shall also be one set of upper and one set of lower windows in the short side of the lanai.
- (b) Window frames must be the "Morningside Chocolate Brown," or anodized bronze color.
- (c) Separate upper and lower windows are required. All lower windows must be located inside of and flush with the wooden railings, and upper windows shall be flush with the lower windows.
- (d) The horizontal mullions are to be no higher than 42" from the floor, and should be load-bearing support beams for upper windows.
- (e) Mullions should be no more than 6" in width.
- (f) Each window shall be approximately 32" wide with every other window being a "slider."
- (g) Only horizontal sliding windows are allowed. No vertical sliding or crank windows are permitted.
- (h) Further information is available from the Manager.
- (i) Specification drawings must be attached to the Work Authorization/Remodel Form.

**PLEASE REMEMBER TO ATTACH THE REQUIRED INSURANCE CERTIFICATES WITH THE WORK AUTHORIZATION FORM.**

**PLEASE REMEMBER THAT ALL LANAI ENCLOSURES MUST BE APPROVED, IN ADVANCE, BY THE HOMEOWNER'S ASSOCIATION.**

Please contact the association manager for further information.

# HARD SURFACE FLOORING GUIDELINES

## MORNINGSIDE CONDOMINIUMS

June 23, 2016

Current rules state “all carpet and floor coverings in the unit are the responsibility of the unit owners. The association, other than in entryways, bathrooms, laundry/storage rooms and kitchens must approve installation of hard surface flooring.”

All Morningside units have six-inch (6”) slab concrete floors. Hard surface flooring installed in areas, other than entryways, bathrooms, laundry/storage rooms and kitchens must meet the following two flooring “Industry Standards” regarding noise transmission:

- **S.T.C. (Sound Transmission Class)** refers to airborne sound impacting any surface, including ceilings, walls, and floors, such as television, radio, stereo, voices, music, etc. which can transmit to a unit below or beside. **An S.T.C. rating of 73 or higher is required at Morningside.**
- **I.I.C. (Impact Insulation Class)** refers to any sound impact on the surface of the floor that can transmit and cause intrusion to the unit below or beside, including footsteps, dropped objects, furniture sliding/rolling across the floor, percussion instruments (drums, piano, organ) etc. **An I.I.C. rating of 73 or higher is required at Morningside.**

It is the responsibility of the unit owner, the vendor of the flooring material and/or the installation contractor to provide Morningside with the documentation regarding the material, installation method that will be used, and the S.T.C. and I.I.C. ratings of the system. Additional information is provided on the Work Authorization Remodel/Request Form, and said form must be completed, and approved by the association, prior to beginning of installation.

Additional information, and Work Authorization Forms are available from the manager, and at the Morningside Maintenance Office on the lower level of the clubhouse.

# REPAIR AND MAINTENANCE RESPONSIBILITY GUIDELINES

## MORNINGSIDE CONDOMINIUM UNITS

*See the Morningside Declaration for details – this chart is ONLY a quick-reference summary of the detailed contents of the Declaration*

**O = Owner**  
**A = Association**

<b>WINDOWS</b>		<b>MISCELLANEOUS</b>	
Cleaning	O	Balcony (lanai) lights	O
Frame	O	Balcony (lanai) floor covering	O
Glass	O	Drywall (inside unit)	O
Screens	O	Electrical wiring (inside unit)	O
		Electric panel (inside unit)	O
<b>UNIT DOORS</b>		Entry system for building	A
Front Door*	O	Floor coverings (inside unit)	O
Interior Doors	O	Garage Maintenance	A
Keys and Locks	O	Garage door remote controls	O
		Light fixtures (inside unit)	O
<b>HEATING</b>		Paint/wall coverings (inside unit)	O
Baseboard Heat Conveyors	A	Paint (enclosed lanais)	O
Thermostats	A	Roof	A
Zone Valves	A	Storage lockers	A
		Storage locker padlocks	O
<b>PLUMBING</b>			
Kitchen & Bath Drain Lines**	O & A		
<b>AIR CONDITIONERS</b>			
Window units	O		
<b>FIREPLACES</b>			
Chimney	A		
Flue Cleaning	O		

*\*Must comply with Denver Fire Code (fire rating), and subject to Association appearance requirements on hallway side.*

*\*\* Call the Association's Managing Agent for more information.*