

Welcome to *The Lotus Lofts*

We want your stay to be enjoyable and comfortable.
This handbook has been developed to provide all
residents and owners with a handy reference.

Handbook Edition

***The manager is Neil Kalinski at 303-579-5947**

RENT is due on the first day of the month. If you mail payments they must be RECEIVED by the first day of the month, postmarks are not honored. For best results postdate your check to the 1st of the month and mail them on the 25th day of the prior month. Rent shall be made payable to LOTUS BUILDING, LLC. P.O Box 1795, Boulder, Co 80306. You may drop the payment off in person at REMAX of Boulder, Inc, 2425 Canyon Blvd #110, Boulder, Co 80302, at the front desk. We will not accept CASH; make sure that you receive a receipt.

SECTION 1 -

1. NO ANIMALS, dogs, cats or household animals. The timeframe to correct pet violations is immediately. Fines may be levied within the same day for failure to correct the violation. Refer to the section "Enforcement of Policies".
2. No noxious, destructive or offensive activity shall be carried on in any unit or in the common elements or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other owner or to any person at any time lawfully residing in the project.
3. Nothing shall be done or kept in any unit or in the common elements or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.
4. Nothing shall be done or kept in any unit or in the common elements or any part thereof that would result in the cancellation of the insurance on the project or increase the rate of the insurance on the project.

Refer to section 4 for Fines regarding the violation of these Rules.

1.5 It is the responsibility of the owner to register their full name, address, and phone number with the Management Company and make sure that the information is current. If the owner is an organization, then the organization must provide the Management Company with the name, address and telephone of an individual who will represent the organization for all official business.

1.6 Residents

A resident is person living at The Lotus Lofts. A resident may have a visitor or guest who may use, appropriately, the amenities of The Lotus Lofts.

1.7 Insurance

Insurance is carried by The Lotus Lofts to cover liability and damage to the common elements. No coverage is provided by the Lotus Lofts insurance policy regarding liability inside private units, the contents of private units or covering the personal property of, residents, their guests or vendors. All

residents must consult their own insurance agent to obtain coverage regarding liability, personal property or contents insurance.

On occasion, due to events beyond anyone's control, events occur for which insurance is designed to reimburse us. Water damage from a broken pipe or a roof leak is an example. The only way to protect your own property and insure yourself against these types of eventualities is to buy unit insurance.

SECTION 2 – Services & Amenities

2.0 Trash

The trash receptacles located in the parking lot is intended to collect the major part of your trash, but you must make your own arrangements to dispose of large items such as (but not limited to) furniture and appliances. Under no circumstances are these items to be placed near the dumpster or in any other common area. The unit occupant will be responsible not only for an appearance violation but also for a minimum \$150.00 charge if The Lotus Lofts has to remove such items from the premises.

2.1 Mail

You must place your name on your mailbox in order for the post office to deliver mail to any resident. If you receive mail for a previous resident, mark a line through the name and address of that resident, write "moved" on the front of the envelope, and place in the "Outgoing Mailbox". When you move, be sure to forward your mail before you depart.

2.2 Keys

Keys to units, including mailbox keys are the responsibility of the tenant, once it is given to the tenant by the property manager.

2.3 Lockouts

If the Property Manager has to come out and open a unit the cost is \$50. A replacement key is also \$50. What we are saying is please do not lose your key. Also if the property manager is NOT available, you will need to call a locksmith. We suggest Kaiser Lock and Key 303-449-3880.

2.4 Maintenance and Repair

Maintenance and repair of all items within the confines of each unit is the responsibility of the property manager. Please call us at your earliest opportunity. It is our desire to keep the condition of all of the units.

2.5 Pest Control

The Lotus Lofts are committed to providing a pest-free environment to all residents. The Flatirons applies pest treatment to all common areas on an as needed basis. Pest Control is required within all units when problems are reported

SECTION 3 – Rules and Regulations

3.0 Automobiles

Parking in the The Lotus Lofts parking lot is limited. Each tenant has a marked parking space. The tenants are responsible to park ONLY in their units marked spaces. You must provide us with your license number. If the parking lot becomes a problem, we will hire a company to tow vehicles and the only way we know how to tow violators is to have an accurate list of vehicles who are supposed to park in the lot. It is your responsibility to provide us with the correct license plate so you are not towed or booted.

Pertinent rules concerning parking are:

1. Obey traffic flow arrows and enter and exit via the designated places.
2. Park in parking spaces only. Vehicles in driveways or no parking areas will be towed.
3. No parking is allowed in the fire lanes. Short term parking is permitted for loading and unloading, if the vehicle is attended.
4. Vehicles must be in operational condition. Vehicles with flat tires or expired license plates are deemed non-operational. If the Manager suspects a vehicle is not operational and tags it, the resident will have three days to prove the vehicle is operational by driving it. Non-operational vehicles will be towed.

Anyone without a known license plate, must park on the street or some other lot.

3.1 Noise Policy Objective

The objective of this policy and rule is to ensure that The Lotus Lofts is a comfortable and quiet place for ALL residents to live and enjoy.

Generally, any sounds heard outside a unit may violate the noise policy of The Lofts. Considerations of the duration, sound level, and recurrence of the sound are included in assessing if there is a violation. Any sound made in the common areas that disturbs others also violates the noise policy of the Lofts.

The City of Boulder Noise Ordinance sets the level of noise that constitutes a violation as any sound reaching either public property or another individual's property at 55 decibels from 7:00a.m. Until 11:00 p.m., after which the level is 50 decibels. The noise is to cease immediately. Refer to section 4 for fine policy information. Fines will be assessed for Noise Violations.

3.2 Appearance Policy

The objective of this policy is to ensure that the The Lofts presents a very attractive appearance to residents, to visitors and guests of residents and to individuals passing by the premises. An attractive appearance adds to the value of the property. The hallways, stairwells and grounds are common areas that must be kept free of any items of litter. A major concern is ensuring unrestricted movement through the hallways and stairwells in case of emergency.

Balconies and Patio Appearance

A unit's balcony or patio is highly visible to anyone looking at The Lofts. The following restrictions apply to the appearance and use of a unit's balcony or patio.

The patio or balcony may not be used as a general storage location for items that cannot be stored within the unit. Bicycles may not be stored on patios or balconies.

No Furniture that is only appropriate for the indoors may be placed on the balcony (for example sofas and recliners) Refer to section 4 for fine policy information. Fines will be assessed for Appearance Policy violations.

There are to be no grills of any kind allowed on the property. To use a grill on the deck is against fire code and will not be tolerated.

3.3 Vandalism

The owner of the units at The Lofts have invested a great deal of time and money in an effort to maintain a first-rate residential building. Individuals committing acts of vandalism to The Lofts property will face criminal charges and you will be billed for damage.

The Owner has authorized a standing policy of a fifty-dollar (\$50.00) cash reward to anyone providing information leading to the arrest and conviction of persons responsible for causing damage to common areas or theft of common property.

3.4 Enforcement of Policies

The Owner pursues enforcement of policies. The Owner will make all effort to resolve problems and infractions reasonably and peaceably. Further measures can include monetary fines of owners, and/or court action brought by The Lofts to collect fines and force compliance.

3.5 Management Action

Upon the receipt of any complaint or violation, or upon the observance of any violation of any violation, the Management will respond quickly.

3.6 Smoking Policy

There is a no-smoking policy in force in the center courtyard. You must use your private balcony or the outdoor common area on the Northeast side of the building. There is to be no smoking within your unit. Anyone caught smoking in the courtyard including guests of your home will be subject to a Fine. See Section 4 for the fine amount according to number of offenses.

3.7 Use of Park

Use of the park is allowed on the West side of the building. All activities must end at 10:00 PM.

SECTION 4 – Schedule of Fines and Restrictions for Enforcing Rules

The Owner may assess the residents of the unit that violates a policy or rule (either within the unit or within common areas) the following fines and restrictions. No prior warning needs to be given at the time of the violation. For all violations the tenant of the unit shall be billed the fine. In addition to the fine amounts, legal and/or collection costs must also be paid.

4.0a First Violation

A fine of seventy-five (\$75.00).

4.0b Second Violation

A fine of one hundred and fifty dollars (\$150.00)

4.0c Third Violation

A fine of two hundred and twenty-five dollars (\$225.00) .

4.0d Fourth Violation

A fine of three hundred dollars (\$300.00) Eviction proceedings will be begun.

4.0e Over Four Violations

A fine of five hundred dollars (\$500.00) is levied against the tenant.

Fine Escalation Process

For any fine not paid within thirty (30) days, the penalty increases by the imposition of the additional fines and access limitations.

Other Fees Charged by The Owner for Rule Violations

In addition to fines assessed in relation to a rule violation, the Association may also charge for services necessary to return common areas to their original condition. The following charges will apply:

Trash not taken to dumpster	\$50.00
Skateboarding on premises	\$50.00
Taking items to the Dump	\$150.00 per trip