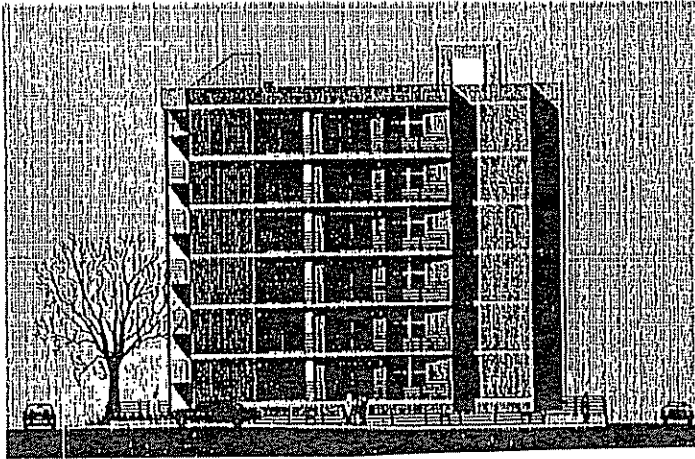


Jasmine Park East Condominiums



5955 E. 10th Avenue, Denver, Colorado 80220

Resident Handbook

2009

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General Emergency Procedures

**CALL 911 (EMERGENCIES ONLY)
FIRE, POLICE & AMBULANCE
SERVICE**

After calling for one of these services, please notify the onsite manager ((303) 249-3670) if the emergency is related to the building or grounds.

Commonly Called Phone Numbers

Qwest (Phone service)	800-244-1111
Comcast (Cable TV service)*	303-705-3500
Xcel Energy (Electric service)	800-895-4999
Animal Control (Barking or mistreated dogs)	303-698-0076
Poison Control	800-222-1222
WSPS (Property Mgt)	303-745-2220
Onsite Manager	303-249-3670

*All units at Jasmine Park East have been wired for cable. To obtain service, contact Comcast Cable.

Property Management

WESTERN STATES PROPERTY SERVICES, INC. handles the technical and day-to-day matters of the Association. They can be reached at:

Western States Property Services, Inc.
9145 E. Kenyon Avenue, Suite #100
Denver CO 80237
(303) 745-2220
Property Manager: Ina Meyer

Website

www.jasmineparkeast.com

This Handbook is a Summary only. Please read the official governing documents for more complete information about the items discussed here.

JASMINE PARK EAST HOMEOWNER'S ASSOCIATION

Welcome to Jasmine Park East

This handbook has been prepared by the Board of Directors as a handy reference guide for the policies and facilities of Jasmine Park East Homeowners Association, Inc.

About the Association

Jasmine Park East Homeowner's Association is a not-for-profit corporation established by the homeowners to govern the condominium property. When you purchased a unit at Jasmine Park East, you automatically became a member of the Association. Being a member of the Association carries both benefits and responsibilities. If you are a tenant at Jasmine Park East, you also have benefits and responsibilities.

The legal name of our common interest community (Jasmine Park East Homeowner's Association) as in the Declaration of Covenants, Conditions and Restrictions for Jasmine Park East can be found in the Clerk and Recorder's

Office in the City and County of Denver, State of Colorado, reception number 056694, recorded on 4/21/1986.

The following information can be found on our website, www.jasminepatkeast.com or on file in the Western States Property Management Office whose address and phone numbers are on the title page of this handbook:

- The Association Covenants and By-Laws
- Policy and Procedures
- Board Meeting Minutes
- Budgets
- This handbook, under the title "Rules and Regulations"
- Records of Inspection

Except for accessing the website, advance notice must be given by the individual(s) requesting review of any of the above documents so that the Management Company or members of the Board can retrieve the requested documents from our archives. A nominal fee will be charged for copying and postage if you wish a copy or you can download your own copy from our website.

Annual meetings of the Association are held on the Third Thursday of March. All homeowners are notified by mail of the time and place of the meetings, along with an agenda, financial information and any other information required for the meeting.

All homeowners, tenants, and guests are subject to the rules set forth in the Condominium Declaration, the By-laws and the Rules and Regulations. The Rules are derived from the

Declaration and the By-Laws, and have been developed over the years to protect the interests of all concerned. Copies of the Bylaws, articles of incorporation, and rules and regulations, as well as minutes of board and member meetings for the prior fiscal year may be reviewed on our website, and in the office of the management company.

About the Board of Directors

The affairs of Jasmine Park East are governed by a six-member Board. The governing documents require each member to be a homeowner. Board members are elected by the homeowners at the Annual meetings and serve without pay. The names of the current Board members are posted on our bulletin board near the mailboxes.

The Board of Directors meets monthly, scheduled for the second Monday of each month, at 6:30 P.M., in the Association office. Homeowners are encouraged to present matters for consideration, in writing, to the property management company well in advance of the meeting. Notice of each meeting is posted on the bulletin board opposite the mail boxes. All residents and owners are welcome to attend.

Condominium Declaration, Bylaws and Rules

The Condominium Declaration is the governing document that establishes the property rights and obligations of the Association and homeowners. The Bylaws establish procedures for electing Directors and holding meetings. Copies may be obtained free by downloading from our website or for a small copying and postage fee from the property management company.

Each homeowner, and all tenants, must comply with the provisions of these governing documents as well as the decisions and resolutions of the Board of Directors which are contained in the Rules and Regulations.

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

"Occupant" or "Resident" means a person or persons in possession of a unit regardless of whether the person is an "Owner".

Insurance

Building

The Association carries a blanket insurance policy covering the building as required and specified in the Condominium Declaration.

A description of this policy, together with all pertinent information, is available through the property management company.

All claims must be approved by the Board of Directors before submission to the carrier. If not so approved the Association's carrier will not honor the claim.

Individual Units

The Association's master policy does not cover homeowners' contents or furnishings, or protect the homeowner from casualty and public liability claims arising from within each unit. Each owner should obtain adequate insurance coverage for these items.

If your mortgage company did not receive an annual certificate of insurance, please call the management company office for the name and phone number for the insurance company used by the association.

If you experience a loss:

- ◆ Protect yourself.
- ◆ Take action to mitigate the loss. Turn off the main water if a pipe has broken, or call the Fire Department if there is smoke or flame.
- ◆ Call the property management company or on-site Maintenance Manager to report the event. (see front of handbook for numbers)

Rules and Regulations

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

Objectionable behavior is not acceptable even if it is not specifically covered in the rules. Homeowners are fully responsible for the conduct of their tenants, guests, employees, or children – at all times.

Violations of the rules will be called to the attention of the violating occupant and owner(s) of the unit by the Board of Directors or the property management company. If the violation is not corrected, the unit owner(s) are subject to court injunction and/or liability for damages, attorney fees, and other costs incurred by the Association.

All legal fees will be borne by the homeowner not in compliance.

Penalty Fee Schedule

1ST Offense – Written Warning

2nd Offense -- \$ 25.00

3rd Offense -- \$ 50.00

4th Offense -- \$100.00

Subsequent Violations -- \$100.00 each (and may be turned over to the Association attorney)

Any resident who is assessed a fine and wishes to dispute it, may request a hearing by writing to the Board within 20 days of the date the penalty was assessed. A hearing will then be scheduled before the Board.

If trash or furniture is left behind after a move –in or out --, the unit owner will be contacted and asked to dispose of the trash or furniture. If the unit owner cannot dispose of the trash or furniture, and our onsite manager is required to do the cleanup, the unit owner will be assessed a fine at a rate of \$100 per hour times the total hours required to clean up, plus any additional fees incurred in disposing of the trash or furniture.

Monthly Maintenance Fee

Each homeowner is obligated to pay their share of the common operation expenses of Jasmine Park East as determined by the yearly budget. This maintenance fee is due on the 1st of each month for that month, and is subject to late fees, interest, and collection costs if not received at the office of the property management company by the 10th of that month.

Maintenance fees can be paid via Electronic Funds Transfer (EFT) or by check along with a payment coupon. EFT sign up forms can be obtained from the Accounting staff at the WSPS office.

Maintenance fee coupon books and mailing envelopes are sent to each homeowner who is not signed up for EFT each December for use during the following year. Using the pre-addressed envelope, return the appropriate coupon with your check made payable to "Jasmine Park East

The maintenance fee covers the following items: Management, Common Area Maintenance, Trash collection, Water and sewer, Common Area insurance, Heat, Hot Water, and Reserves.

Copies of the budget and monthly financial statements may be obtained from the property management company by any owner, or by downloading from our website. Our property manager will charge a nominal copying and postage fee for copies made.

Waste Removal

Waste materials, including – but not limited to – cigarette ashes or butts – cannot be thrown, swept, shaken, or hung out of doors, windows or balconies, or into the hallways or stairways.

Grease, bones, fibrous materials, and other refuse should be properly bagged and sent down the trash chutes or carried to the garage trash bins. Only certain food waste is to be processed through kitchen disposal units. Caution should be exercised in the proper use of the disposal.

Empty cartons such as pizza boxes and other large items to be discarded must be carried to the garage trash bins. This includes cat litter and newspapers. Trash is not to be left in the trash room outside of the dumpsters.

Discarded furniture and large appliances are not to be left in the garage area. Arrangements must be made for pick up

and the Maintenance Manager must be told when the item(s) will be picked up for disposal.

Contact the Maintenance Manager if the discarded item(s) cannot be picked up immediately, so that he may explain options available for discarding them.

If large items and waste are left in the building or garage after a move in or out, and our onsite manager must dispose of these items, charges will be assessed to the homeowner.

Recycling

We have contracted with a recycling company.

We recycle paper, glass, plastic bottles, and cans.

The lists of materials ACCEPTED or NOT ACCEPTED by the recycler are posted in the garage near the elevator, near the recycle bins.

Our recycle pickup schedule can be adjusted as needed.

Owner Maintenance Responsibility

Each homeowner is responsible for maintaining the interior of their unit, including dry wall, wallpaper, paint, wall and floor tile, and flooring.

No owner shall undertake or permit any act which will affect the structural soundness of the building, alter its exterior appearance, or cause damage to the Common Area or another unit.

Homeowners must tell contractors that they are expected to use the garage entrance, not the front entry, when entering or leaving or bringing supplies into the building.

No structural changes to a unit or exterior alterations may be made without prior written approval of the Board of Directors.

Tenants should be instructed that their landlord (Unit Owner) is responsible for interior maintenance repairs. These include, but are not limited to, all repairs of internal installations or fixtures such as heat pumps, plumbing, electrical, telephone, doors, windows, window coverings, wall coverings, floor coverings, and other personal property.

If such repairs require turning off of any building systems, the work must be scheduled with the onsite manager.

When requesting repair/service of our onsite manager or of our property manager, and the problem reported does not involve Association property, the resident or owner making the request will be billed for the service call and any repairs, whether the repair is made by our onsite manager or an independent service vendor.

TV antennas and satellite receiver dishes are subject to the rules of the FCC. Homeowners must contact the Board or the Property Management Co. prior to any such installation. Forms for requesting such installations are available on our website.

Balconies are not to be used for storage and must be kept clean and orderly at all times. No garments, rugs or other articles are to be hung on or from the balconies.

Balcony doors and all windows should be closed when operating the heat or air conditioning systems.

Do not sweep or wash debris or pet droppings off the balconies.

Deliveries – Large Items

Large items such as furniture, or large appliances such as refrigerators are to be delivered through the garage entrance. The glass doors on the 10th Avenue entrance are not large, and the danger of breaking the glass requires that large items be delivered through the basement garage. Arrangements must also be made with the onsite manager to have elevator pads installed on the west elevator for large item delivery.

Barbecue Grills

Under Denver fire code, only gas or electric grills are allowed on our balconies. Gas containers are limited to no more than 3 1-lb cylinders of propane gas. No charcoal grills are allowed on JPEC balconies.

Special Assessments

All homeowners are obligated to pay any special assessments that may be created by the Association to meet extraordinary or unfunded common expenses.

Building Access

Maintaining a high degree of security is an important issue and is the responsibility of all owners and residents at Jasmine Park East. When entering or leaving the building, make sure that the outer doors are firmly locked behind you.

Do not admit strangers to the building without proper identification. It is far better to appear impolite than to put yourself and fellow residents at risk.

The lobby intercom system is linked to your telephone. You must have a “local” telephone number; e.g. area code 303 or 720. Using a code, visitors call you from the lobby phone. If you wish to let them in, pushing “6” on your keypad will unlock the lobby door. Do not allow anyone to enter the building unless you know they live here.

Only emergency and maintenance personnel have access to the building's roof. There is no roof sun deck.

Solicitors are not permitted in Jasmine Park East at any time. Should they attempt access, do not let them in. If they are seen in the building, ask them to leave or contact the Maintenance Manager or property management company.

Smoking

There is no smoking in the elevators, by order of the City and County of Denver. Smoking is not allowed in the common areas by order of the Association. Smokers are expected to prevent smoke smell from escaping their unit, to clean up all smoking debris, and to refrain from tossing butts from balconies.

Signs

Advertising, for sale, or for rent signs are not permitted on the building or in the windows. No business activities are to be conducted in the building without prior approval of the Board.

Move In – Move Out

Scheduling of move-ins, move-outs, or deliveries of furniture and/or appliances, is to be arranged through the onsite manager or property management company so that elevator pads can be installed to prevent damage.

Homeowners are responsible for payment of a non-refundable, \$100.00 Move-in and \$100 Move-out fee at least a week in advance of any owner or tenant move in or move out. Write checks payable to Jasmine Park East and send to the property management company. Landlords may make provisions in their leases to recover this fee from tenants.

Discarded large appliances and/or furniture not being moved out cannot be left behind by departing residents. Arrangements must be made to have such items picked up for disposal *prior* to the move-out. Owners will be assessed a penalty fee for items left by departing tenants -- see schedule page 8.

Only the West elevator is to be used for moving. A key to manually control the elevator may be checked out from the manager. Use of the elevator key is temporary and must be returned as soon as the move is completed.

No moving is allowed through the front (south) entry. All moving activities must be completed via the garage level.

Leases

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

All leases must be in writing and a copy of the lease must be given to the property management company.

Conduct of Occupants

Residents shall not conduct or permit any nuisance or any practice which is a source of annoyance to other residents.

Occupants are to exercise reasonable care to avoid making loud, disturbing, or objectionable noises, and in using or playing musical instruments, radios, television sets, amplifiers and any other instruments or devices in a manner that may disturb or tend to disturb the occupants of other units in the building.

Occupants who smoke inside their unit are to exercise reasonable care to prevent the smell of smoke from escaping to the halls or lobby.

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

This applies to all residence units, including balconies. Noise violations may subject owners to fines. Fines are listed on page 8 of this handbook.

Building and Unit Residence Keys

Each homeowner must have a complete working set of keys to their unit on file with the property manager for access in case of an emergency. Should the Association not have keys to your unit on file, in an emergency, access gained will be at the expense of the owner. This policy was adopted because damage from water leaks has proved to be expensive to repair if not caught quickly. Keys on file are securely locked and access to them is only for strictly emergency purposes.

Each homeowner has two or more Building Entry keys ("Security Keys"). Additional Building Entry keys may be purchased for \$25.00 each.

Mailbox locks are the responsibility of the homeowner. The Association has no extra keys for the mailboxes. As a precaution, you may want to make a copy of your mailbox key and keep it on file with the Association's copy of your unit keys.

Vehicles and Parking

All parking spaces are Limited Common Elements and should be recorded on your deed as such. Each parking space is assigned to an owner who is responsible for any damage that their vehicle causes to the space or the common area (such as oil stains).

Automobiles are to be parked only in designated parking spaces. No more than one automobile is to be parked in each space. Residents have the right to have any unauthorized vehicle found in their space ticketed or towed away.

Only currently operable, properly licensed vehicles can be parked in the building parking spaces. They must not be used for storage of unused vehicles or other personal property.

The Association is not responsible for any damage to or theft from automobiles on the property. Please make sure your insurance provides such coverage.

Visitors should use street parking at all times.

No commercial vehicles, campers, trailers, boats, recreational vehicles, or trucks are to be parked on the property. No unused vehicle (i.e., one which has not been driven for three weeks or longer) is to be stored on the property.

Parking for bicycles is available in the garage. The Association is not liable for theft or damage to bicycles parked in the garage.

Pets

Residents may have one dog, not more than 30 pounds in weight, or up to two cats. No exotic pets are permitted.

Owners are ultimately responsible for pet damage caused by tenants occupying the owner's unit.

Responsibility for pets includes damage caused by the pets, and the cleanup of any animal droppings. Strict control of pets must be exercised at all times. This includes hallways, stairwells, elevators, lobbies, entry areas, and outdoor and underground parking areas.

Measures must be taken to stop pets from making loud noises or exhibiting other annoying behavior. Pets must not be left unattended on unit balconies.

A fine will be imposed on owners who fail to clean up any mess made by their pet(s) in a building common area, sweep excrement off a balcony, or allow their dogs to bark excessively or continuously anywhere in the building. Penalties are listed on page 8 of this handbook.

Pet owners have an added responsibility when living in a condominium building. Observing pet control rules is necessary for the safety of all residents and for the pets themselves.

Please do your part and do not put the Board, the Maintenance Manager, or your fellow residents into an unpleasant enforcement situation.

Storage Lockers

Storage lockers are located on the first floor in the east and west wings. All storage lockers are owned by the Association.

Each unit is assigned the use of one locker. Residents must provide their own padlocks.

The Association is not liable for loss or damage to articles in storage areas. No articles are to be stored in the hallways of the storage room for fire safety reasons.

A limited number of storage lockers are periodically available for rent at \$10 a month. Residents interested in renting an available locker should contact the Maintenance Manager. Potential renters will be notified when a locker is available.

Should an owner or owners desire to switch assigned lockers, a request must be made in writing to the Board of

Directors. The Association cannot acknowledge any unauthorized changes.

Please be sure to turn off the lights in the storage area when exiting.

NOTE: *Please keep this handbook where you can easily access it, to review its contents before calling a Board member, or the management company for clarification. When calling Western States Property Management Services, Inc., please ask for Ms. Ina Meyer. Board members and Ms. Meyer will be happy to answer any questions you may have about the Association Rules and Regulations.*