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## INTRODUCTION

**These Rules and Regulations(House Rules) are a summary of provisions set forth in the recorded Condominium Declaration and Bylaws, as well as policies authorized by the Board of Directors for the Association of Owners, Satellite Apartment Building, Inc.**

Acting on the authority granted by the Section 38-33.3-302(1)(a) and (k) of the Colorado Common Interest Ownership Act, as well as Article VI, Sections 3(d) and 9 of the Bylaws of the Satellite Apartment Building (the “governing documents”), the Board of Directors has adopted the following rules to address matters not specifically detailed in the governing documents, and to adopt rules for the enforcement of these rules and the provisions of the governing documents.

The governing documents of the Association are (1) the Condominium Declaration for Satellite Apartment Building recorded at Book 2288 Page 339 of the records of El Paso County (the “Declaration”); (2) the Articles of Incorporation of the Satellite Apartment Building; and (3) the Bylaws recorded at Book 2288 Page 356 of those same records. These governing documents will be regarded as controlling in the event of any conflict between the provisions contained herein and the provisions of the governing documents.

The governing documents were drafted for the purpose of enhancing and protecting the value, desirability and attractiveness of the condominium project and to be binding on and inure to the benefit of all parties having any right, title or interest in the subdivision or any part thereof, their heirs, successors and assigns. When buyers take ownership of their condominium units (“Units”), they agree to abide by the governing documents, which, in accordance with intent of those provisions, are for their own benefit and the benefit of their neighbors as well. Buyers should read and review all governing documents prior to signing any contract or closing upon ownership of a Unit. Therefore, in addition to this document, please read and understand the governing documents.

An owner of a Unit shall advise his or her guests, occupants, and tenants of these Rules and any future rules, and the owner shall be responsible for compliance by such people, including without limitation, the payment of fines and the removal of any persons, dogs or pets from the premises if any violations occur. Any person entering the Satellite Apartment Building shall be deemed to be aware of the governing documents, these rules and future rules, and to agree to comply fully and promptly with those requirements.

Please be reminded that this document highlights many of the common issues that surface, but is by no means exhaustive. The Board may adopt individual rules at particular times and amend these rules and regulations from time to time. For clarification, fuller explanation or additional information, owners and tenants should refer to the governing documents and to the more current copies of the Rules and Regulations (House Rules). Copies of these Rules are available by contacting the Association management at [satellitehotel@gmail.com](mailto:satellitehotel@gmail.com).

The Association is a for-profit corporation, which is directed by its Board of Directors. The Board is elected by the homeowners at the annual meeting each year or is appointed to fill vacancies. The Board is a group of volunteer homeowners, which meets on a regular basis to conduct the business of the Association; that is, to exercise discretion and reasonable efforts, to keep up maintenance and repairs as needed, to take steps to be sure the contractors are honoring their service agreements, and to attempt to see that violations of the governing documents are corrected.

**COMPLIANCE WITH THESE RULES AND REGULATIONS IS MANDATORY AND THE RESPONSIBILITY OF EVERY OWNER, TENANT AND EMPLOYEE OF THE SATELLITE.**

## 1. ACCESS KEYS

- 1.1. A duplicate set of keys for all locks on any door of a condominium unit (a "Unit") must be left with the management office for the purposes described in Section 18, Access – Repairs and Emergencies of the Declaration and Section 6.5, Right of Entry of the Bylaws.
- 1.2. All duplicate keys will be kept in a key locker in the Association office. Satellite management personnel have the authority to issue duplicate keys in accordance with the owner/resident key control system policy to a person with proper identification and authorization.
- 1.3. If duplicate keys have not been left with management and the door to the apartment has to be entered by force in case of an emergency, all repairs and related expenses will be paid by the owner or tenant, as a charge and lien upon the Unit.

## 2. FIRE SAFETY

- 2.1. Smoke alarms are required in all Units. The battery will be replaced during the change of filters (see item #10).
- 2.2. Only electric and propane barbeque grills are allowed. Absolutely no charcoal, pellet, or wood grills/ovens/smokers are allowed.
- 2.3. Kerosene heaters are not permitted in the Satellite. No flammable liquids or other high-risk material can be stored in any unit, storeroom or garage space.
- 2.4. No live or cut Holiday trees are permitted.
- 2.5. Evacuation maps are available at the front desk upon request.

## 3. VEHICLES AND PARKING

- 3.1. The parking areas surrounding the Satellite are Common Elements (see Common Elements definition, Section 1(h) of the Declaration) and the garage spaces are separate condominium units (pursuant to the Amendments recorded at Book 2459 Page 514 of the Declaration and Book 2999, Page 978), and said areas/spaces are all subject to rules adopted or amended by the Association.
- 3.2. **All vehicles parked at the Satellite must be registered with the office of the Association, must display the Satellite registration sticker in a visible location on the vehicle, and must comply with Colorado law. The Association may request that current state registration be shown at the time the vehicle is being registered with the Satellite. No inoperable, unlicensed, or unregistered vehicles shall be parked or stored on any parking lot or common area of the Satellite. Any vehicle found on any parking lot or common area of the Satellite for more than 10 days, which does not comply with the preceding, will be towed at the owner's expense.**

- 3.3. All vehicles must comply with rules posted on signs and/or painted on the pavement.
- 3.4. Vehicles parked in garage stalls must, at all times be parked within designated parking lines and may not extend beyond the back of the parking lines. Vehicles must be parked in such a manner as to not interfere with another owner's ability to enter, exit, or operate their vehicles.
- 3.5. **Garage parking stalls cannot be used for storage except in approved storage units.**
- 3.6. Maintenance work on automobiles, such as, changing of oil and other repairs, is not allowed in either the garage stalls or Satellite parking areas.
- 3.7. Trailers and motor homes must be parked in designated areas and must not be used for living purposes, such as sleeping, preparing of meals, etc., while in parking areas. ***Five RV electrical hookup parking spots are available for a monthly fee and are reserved for specifically assigned RVs.***

#### **4. BALCONIES**

- 4.1. Balconies are limited common element space pursuant to “Specific Use Common Element, Section 1(j) and Limited Common Elements, Section 4(b) of the Declaration, and are subject to the restrictions set forth therein, and in Sections 6.4(b) and 6.6(c) of the Bylaws.
- 4.2. To protect people from falling objects, to prevent costly damage and for health and safety reasons, the following rules will be enforced:
  - 4.2.1. NOTHING will be hung from the ceilings of balconies. No objects can protrude above the top of or draped, hung, decorated, decked, bedecked over the balcony railings. No lights or fixtures, other than the same type installed by the builder, can be replaced on the balconies.
  - 4.2.2. The American flag may be displayed by a unit owner or tenant on that unit owner's property, in a window of the unit owner's residence or on a balcony adjoining the unit owner's property if the American flag is displayed in a manner consistent with the Federal Flag Code, Public Law 94344; U.S. Code, Title 4, Chapter 1:4 to 10. All flags must be no longer than can be displayed without interfering with the view of other tenants and should not be draped over balcony railings.
  - 4.2.3. A unit owner or tenant may display a service flag bearing a star denoting the service of the unit owner or tenant, or a member of the unit owner's or tenant's immediate family, in the active reserve military service of the United States during a time of war or armed conflict, which must be on the inside of a window or door of the unit owner's residence. These flags will be not larger than nine (9) inches by sixteen (16) inches.
  - 4.2.4. NO FEEDING of animals, including birds, from the balconies.

- 4.2.5. Debris, dirt, dust or snow should not be swept over the edge of balconies. Rugs, dust rags, clothing, tablecloths, mops, etc. should not be shaken on or over the edge of the balconies.
- 4.2.6. ADA slip resistant paint is the only material authorized as covering for the balcony floors. Additional specifications are available from Management. Balcony floors must be inspected and approved for change by Management before any changes are made.
- 4.2.7. Satellite dishes may be placed on the balconies as long as they are not permanently attached to the railings or building and do not show above the railing.
- 4.2.8. Owners and tenants will limit their display of outdoor holiday lights on balconies from dusk to 11:00 pm from Thanksgiving Day through January 6<sup>th</sup>. All other times of the year, decorative lights on balconies are not approved and subject to fines. See schedule of fines.
- 4.2.9. Storage bins on balconies must comply **with BALCONY STORAGE SPECIFICATIONS**, page 25.
- 4.2.10. Plexi-glass, clear and transparent, is permitted and must comply with specifications set forth in **BALCONY STORAGE SPECIFICATIONS**, page 25.

## **5. GENERAL PURPOSE ROOMS (STORAGE ROOMS)**

- 5.1. These rooms are subject to the same zoning as all resident apartments and cannot be used as offices for business or commercial pursuits. No callers may be received in these rooms. Six
- 5.2. They cannot be used for any purpose that could be construed to be in conflict with the rights and privileges and/or detrimental to the health, safety and general welfare of the owners of other duly zoned spaces.

## **6. MEETING ROOM USE**

- 6.1. Owners may have the use of the meeting rooms, free of charge, if all the following conditions are met:
  - 6.1.1. Space available basis.
  - 6.1.2. For a personal use party, such as anniversary, birthday, a family reunion. Not for club or organization meeting or party.
  - 6.1.3. No liquor or food, except for cakes or specialty items, may be served unless provided by the Satellite Lounge/Restaurant.
  - 6.1.4. A small charge may be made for setting up and cleaning the room.

6.2. However, owners will be offered a special rate of 50% of the standard rate for rental of meeting space for events they are participating in but, which do not qualify for free use under the family event only rule. Payment in full is expected at time of reservation to guarantee rights to the space and is refundable only to the extent allowed by policy. Family events, as defined in the Satellite governing documents, will remain free.

## 7. TENANT OF RECORD

The Owner has the right to lease his/her Unit for private, residential living and sleeping purposes, subject to the following conditions:

7.1. The following documents must be sent to the Association office whenever a Unit is leased:

7.1.1. A copy of the lease agreement signed by the owner and tenant. All leases shall provide (in the terms of the lease) that the renter shall abide by the terms of the Declaration and the Rules and Regulations; and

7.1.2. A copy of the Agency Agreement or other assignment of authority (if the Owner has someone else authorized to sign the above documents).

7.2. The renter shall be provided a copy of the Rules of the Association.

7.3. Any failure by tenant to comply with the Rules shall result in a fine of the owner.

7.4. Renters shall not have voting rights unless there has been an assignment of rights in accordance with Section 1(e) of the Declaration.

7.5. The Board may require any Owner to enforce the conditions of the lease against the renter.

7.6. The Owner shall be absolutely responsible for the actions of his/her tenant.

7.7. In the event of a violation of the Rules, the Association shall have the option to enforce said Rule by either or all of the following methods:

7.7.1. Notify Owner of any default by tenant (and to give the Owner the opportunity to cure same);

7.7.2. The Association may take direct action to the Owner to enforce the Rules, including the right to impose fines against the Owner of a Unit.

7.8. All costs incurred by the Association to enforce these Rules (including attorney fees, costs of cure) shall be charged to the Owner (pursuant to the governing documents), and may be added to (and enforced as) an assessment and lien against the Unit pursuant to Sections 20, **(Compliance with Provisions of Declaration and By-Laws)** and 26 **(Assessment Lien)** of the Declaration, and Section 6.7 **(Foreclosure of Lien)** of the Bylaws.

7.9. All non-owner rentals of HOA property must request the rental through his/her landlord. HOA rental costs will appear on owners monthly HOA statement.

## 8. AUTHORIZED PERSONS

8.1. The following are deemed to be authorized persons:

- 8.1.1. Owner of record.
- 8.1.2. Tenants of record.
- 8.1.3. Registered hotel guests (except billiard room); and
- 8.1.4. Guests of owners or tenants.

8.2. A guest is a person visiting with a Satellite owner or tenant. Owners and tenants are limited to four guests when using recreational facilities. Guests remaining longer than 30 days must conform to the occupancy limits as required by the Condominium Declaration (two persons per bedroom).

## 9. RECREATIONAL FACILITIES

- 9.1. Only authorized persons are allowed to use the recreational facilities and services of the Satellite, and are charged to use those facilities in a safe manner, at the risk of the user(s).
- 9.2. The swimming pool, gymnasiums, sauna baths, and billiard room are all privately owned recreational facilities. Therefore, all published and posted rules for these facilities must be strictly adhered to or expulsion from the facility will be enforced.
- 9.3. Recreational facilities are locked at all times. Key cards may be used by authorized persons for access to recreational facilities.
- 9.4. For groups larger than four (4) people, users must obtain a pass from the Front Desk. A member of the Board of Directors must approve the pass for an authorized person hosting a group of four or more people.

## 10. FAN COIL UNITS

- 10.1. Fan coil units are serviced and the filters replaced each year by Satellite maintenance personnel. Smoke alarm batteries will be replaced at this time. Residents will be notified when this is to be done and the charges to be made. **Maintenance will also check all faucets and toilets for water leaks and notify owners of such leaks.**

## 11. MAINTENANCE/ALTERATIONS

- 11.1. There will be no structural change or modification to any apartment or office without prior written approval from the Board of Directors.

- 11.2. All contractors must comply with the terms set forth in the “Application To Perform Work & Notice to All Contractors”, see page 20, and pursuant to Section 6.4(a), **Construction of Improvements** of the Bylaws.
- 11.3. Members are responsible for interior maintenance pursuant to Section 19, Owners Maintenance Responsibility, of the Declaration.
- 11.4. Members may hire Satellite maintenance/housekeeping personnel, subject to all terms on the **Owner Maintenance/Housekeeping** request form on page 22.
- 11.5. **Construction and/or repairs should only be done during the hours of 8:00am – 5:00pm, Monday through Saturday.**

## **12. PETS**

- 12.1. One bird or cat and aquariums can be kept in an apartment. "Certified personal assistant animals" may be kept in the Units per Colorado Statute 24-34-803 and
- 12.2. Any other animal or reptiles will be not allowed on the premises without the approval of the Board of Directors, pursuant to Section 6.6(f) of the Bylaws. In each and every case the Board of Directors may declare any pet a nuisance and cause same to be removed from the property.
- 12.3. **ALL animals MUST be registered with the Satellite management.**

## **13. SERVICES AT THE SATELLITE**

- 13.1. Coin operated laundry facilities are available, on floors 3 - 12, for residents and hotel guests only, pursuant to Section 4(c)(3) of the Declaration. This laundry equipment is not for business use.
- 13.2. Housekeeping and maintenance personnel can be hired by work order through the front desk, subject to all terms set forth on the **OWNER MAINTENANCE / HOUSEKEEPING REQUEST** form. Fees for the above are established by management and are also available at the front desk.
- 13.3. A wheelchair is available for temporary use and may be reserved at the front desk. It is to be returned immediately after use.
- 13.4. A special hotel guest rate is available for resident owners and non-resident owners with voting rights, who must personally make the reservation and guarantee payment for the room and all of the charges made to the room. Discounts will vary, depending on the season. See manager for seasonal rates.

## **14. DELIVERIES, MOVING**

- 14.1. All freight and furniture deliveries and/or pick-ups must be made at the loading dock on the northwest corner of A-Wing and must also use the freight elevator.
- 14.2. The freight elevator may be reserved when tenants are moving, by leaving a \$25.00 deposit for the freight elevator key at the Front Desk. The key must be returned daily.
- 14.3. The freight elevator should be used for moving furniture, carts, and trash. Shopping Carts must be returned to the basement.
- 14.4. Shopping carts must be returned to the basement.

## **15. REFUSE**

- 15.1. Wet garbage should be put down unit garbage disposals.
- 15.2. Newspapers and aluminum cans should be placed in the marked container in the refuse room.
- 15.3. Small cartons and boxes should be flattened. Boxes larger than 1 cubic foot will be flattened and put in the recycle dumpster.
- 15.4. Magazines may be donated to the community rack located in the eighth-floor refuse room.
- 15.5. Residents, contractors, delivery persons and movers are responsible for removing their debris from the Satellite property.

## **16. WATER BEDS**

- 16.1. Waterbeds are not permitted in the Satellite unless the resident provides the Association with a certificate of insurance and that the "remarks" section of the certificate states that the liability coverage includes any property damage done by the waterbed.

## **17. WASHERS AND DRYERS IN UNITS**

- 17.1. As of 06/2007, washers and dryers cannot be installed in the units. The ones in place as of this date will be grandfathered, but cannot be replaced.

## **18. GARAGE TIRE RACKS**

- 18.1. Garage Tire Rack - Tires must be marked with the owner's name and unit number.

## 19. NUISANCES PROHIBITED

- 19.1. Various provisions of the governing documents seek to preserve the residential character and quality of the Satellite, and to specifically prohibit “nuisances”, such as Sections 6.3(e) and 6.6(h) of the Bylaws. The Board is aware of occupants or their guests who have engaged in conduct that has disturbed or threatened the rights, comfort, health, safety, or convenience of others in or near the Satellite. As a result, in addition to the conduct prohibited by Sections 6.3 and 6.6 of the Bylaws, the following activities are hereby specifically classified as nuisances and are prohibited within the Satellite:
- 19.1.1. possessing, selling, or manufacturing illegal drugs or drug paraphernalia
  - 19.1.2. engaging in or threatening violence
  - 19.1.3. possessing a weapon prohibited by Colorado law
  - 19.1.4. discharging a firearm in the Satellite
  - 19.1.5. displaying or possessing a gun, knife, or any other weapon in a way that may alarm others
  - 19.1.6. conduct which results in the issuance of a nuisance letter or notification from any governmental agency
  - 19.1.7. soliciting business or contributions, or activities which appear to be such
  - 19.1.8. storing gasoline, hazardous material or volatile substances; and
  - 19.1.9. tampering with utilities.
- 19.2. In addition to the activities described above as nuisances, the Association adopts the following rules of conduct in order to prohibit additional activities deemed to be nuisances:
- 19.2.1. Noise of any kind, including but not limited to, noise from pets, automobiles, stereos, radios, and television, must be kept down to a level that does not disturb the peaceful and quiet enjoyment of other resident in the Satellite.
  - 19.2.2. Occupants and their guests are not permitted to use skateboards, roller skates, roller blades or in-line skates on the Satellite property, including parking lots, garages, or hallways.
  - 19.2.3. Occupants shall not allow any steady flow of guests or visitors to their premises in a manner consistent with a commercial business. By way of example, but not by way of limitation, three or more persons visiting and leaving a dwelling or common area, over a short period of time (such as an hour), for several days, is the type of conduct prohibited in the Satellite.
  - 19.2.4. Occupants and their guests shall not engage in any fighting or threatening, or drunken behavior.
  - 19.2.5. Occupants and their guests must not use, distribute, sell, or in any way aid in the use of illegal drugs in the Satellite.
  - 19.2.6. Occupants or their guests, must not discharge or display any weapon or item displayed as a weapon, in any threatening way, and may not ignite any kind of explosive in the Satellite.

19.2.7. The Association, and its agents shall have the right (but not the duty) to enforce the City ordinances related to loitering, along with the right to exclude any person in the area, who, in the judgment of said agents, have been violating the law, these rules, or disturbing other tenants or their guests.

19.3. This authority shall include the right to exclude from the Satellite any person who refuses to move into the unit they occupy or are visiting, or, who refuses to show a photo identification of himself/herself, or refuses to identify himself/herself as a resident or as a guest of a specific resident, or give an explanation of their presence or conduct. All individuals in the Satellite must comply with reasonable instructions to leave the Satellite or to return to the Unit that they occupy.

## 20. ASSESSMENTS FOR NON-COMPLIANCE

20.1. The Board of Directors shall have the option to make necessary corrections and charge the responsible owner for the expense incurred for the corrections.

Failure of any owner, tenant or any other entity responsible to the Owner to comply with the provisions of the Satellite Condominium Declaration, the By-laws or these Rules and Regulations will result in charges and/or scheduled fines being assessed upon the responsible owner pursuant to Section 4 of the Policies and Procedures of the Satellite. These assessments, if not paid, will be added to the owner's monthly statement in accordance with Section 5 of those Policies and Procedures. See page 12 for a Schedule of Fines for offenses.

## 21. POOL RULES

### For Owners, Residents, Tenants, & Guests

Updated August 23, 2012

Only authorized members are allowed to use the swimming pool. Authorized members are **registered owners of condominiums and businesses and tenants of the condominium and office units.** Employees of businesses **are not** authorized persons to use the pool, unless accompanied by the owner or tenant of the office.

### 21.1. RULES & POLICIES

21.1.1. A Master List of registered owners and tenants has been prepared by the Homeowners Assoc. office. If someone is not on the Master List, it means that the HOA office does not have an owner / tenant rental agreement in the office.

21.1.2. Authorized members must obtain an entry keycard from the Front Desk. The keycards are valid for only one day.

- 21.1.3. Each authorized member may bring up to four (4) guests. Members **must** accompany their guests at all times. Additional people must be authorized at the Front Desk.
- 21.1.4. For groups larger than four (4) people, an authorized member must obtain a pass from the Front Desk. A member of the Board of Directors must approve the pass for an authorized member hosting a group of four (4) or more people. Please allow sufficient time to have the pass approved by a board member, two to three days.
- 21.1.5. Persons 17 years of age or younger **must be** accompanied at all time by an **authorized** adult, 21 years of age or older, who will be legally responsible for the younger persons.
- 21.1.6. Pool hours are from 9:00am until 9:00pm.
- 21.1.7. Pool hours may change due to weather conditions or pool / equipment maintenance.
- 21.1.8. All persons and guests shall leave the pool via the men or women gyms at the lower level. Please do not come in to the lobby area wearing wet suits and towels. Be sure to wear shoes or sandals.
- 21.1.9. Guests should not change clothes in the public restrooms. Use the men or women gyms on the lower level.
- 21.1.10. No glass is permitted in the pool area. Only plastic coolers are permitted in the pool area.
- 21.1.11. Food and beverages shall be consumed in plastic or cans, only at the pool tables. No grills are permitted in the pool area.
- 21.1.12. Pool toys for children should be limited to one per child. All rafts and oversized inflatable toys are prohibited.
- 21.1.13. No running, horseplay or diving will be permitted.
- 21.1.14. Please make sure that when you enter the pool area that the gate is secured behind you. **DO NOT** let other people into the pool, unless you know they are authorized members.
- 21.1.15. The handicapped gate is located on the West side of the pool. A key for the handicap gate is available at the Front Desk.
- 21.1.16. Pool towels for hotel guests are provided at the Front Desk and can be left in specially marked bins in the pool area after your swim.
- 21.1.17. Unauthorized guests or persons who violate the rules shall be asked to leave the premises and may have their pool privileges suspended.
- 21.1.18. No lifeguard is on duty.
- 21.1.19. No alcohol is allowed in the pool area. Violators must leave.

## **22. SERVERABILITY**

If any provision of these rules or the application thereof to any person or circumstance is held invalid, said invalidity shall not affect other provisions or application of these rules which can be given effect without the invalid provisions or application, and, to this end, *the provisions of these rules are severable.*

## SCHEDULE OF FINES

1. Late Fees on Homeowners Monthly Bill. Plus penalties stated in homeowners declarations.	\$25.00
2. Locked Out of Apartment after Business Hours, to obtain extra emergency key from Homeowners Assoc. office: Billed on the next month's Homeowners statement.	\$30.00
3. Vehicle Parking: 20 minute zone – over 20 minutes 60 minutes or more and the vehicle may be towed at owner's expense.	\$25.00 \$25.00
4. Barbeque units other than those authorized in the House Rules, (i.e. charcoal):	\$100.00
5. Kerosene heaters-other flammable materials stored improperly	\$100.00
6. Live Christmas trees	\$100.00
7. Garage stalls may not be used for storage except as noted in the House Rules.	\$25.00
8. No maintenance work on vehicles in the garage stalls or parking lot. This includes oil change and washing.  First Occurrence Second Occurrence Third Occurrence and any occurrence thereafter	   \$100.00 \$200.00 \$300.00
9. Objects protruding above the railing. See Balconies House Rule 4.2.1	\$50.00
10. Modification to homeowner's apartment without approval of board, including any contractor that is hired who has not registered at the Homeowners Assoc. office before starting work. Contractor must be licensed, completed and submitted the "Application to Perform Work" form, and a certificate of liability insurance must be on file in the office. Failure to comply to any of the above.	\$100.00
11. Failure to obey pool rules or any recreational facilities rules	\$25.00
12. Anyone that violates regulations concerning pets. This includes any guest who may be visiting residents.  First Occurrence Repeated Occurrences	  \$25.00 \$50.00
13. Ongoing nuisances per House Rule 19.  First Occurrence Second Occurrence Third Occurrence	  \$100.00 \$300.00 \$600.00

14. Owners in non-compliance of House Rule 7 – Tenants of Record, who, after two weeks of the tenants move-in, have not submitted designated paperwork.	\$25.00
15. Non-compliance of House Rule 4, Balconies - Holiday lights.	\$25.00 / Day
16. Refusal of Maintenance access for emergency or routine repairs.	\$25.00 / Day
17. Failure to obey pool rules or any recreational facilities rules.	\$25.00

Each day that a violation continues may result in an additional fine. All fines listed above must be paid with the next statement, or interest (8%) will be added. Anyone who wishes to contest a fine may ask to meet with the Board of Directors at the next monthly board meeting.

## MAINTENANCE FEES

### PRICE LIST FOR SERVICES

Effective January 1, 2023

**Note:** Most jobs are \$45.00 minimum for labor unless otherwise specified. All prices are for labor; parts and supplies will be an additional charge.

#### **Plumbing** (labor only, parts are additional charge)

Plumbing repairs, (p-traps, waste tubes, supplies lines)	\$65.00
Drain cleanout/snake drains	\$65.00
Replace faucets	\$65.00
Replace commodes	\$65.00
Install high efficiency toilet purchased by owner	No Charge
Replace toilet seat or tank covers	\$65.00
Repair tanks (flush valves, balllocks, flappers)	\$65.00
Clean out or drain condensate pans (heating/ac)	\$65.00
Replace shower heads or aerators to water mixers	\$30.00
Replace shower valve	\$90.00 - \$135.00
Unclog garbage disposal	\$65.00
Replace garbage disposal	\$60.00
Unclog dishwasher	\$65.00
Clear drain (without auger or disassembly)	\$30.00
Shut off water to appliance	\$20.00
Turn off water for plumbing contractors	\$65.00

Any plumbing not covered in this section is typically billed at \$45.00 per hour with a one hour minimum charge.

#### **Electrical** (labor only, parts are additional charge)

Replace receptacle	
Replace switch	\$30.00
Lighting	\$65.00- \$90.00
Replace fixture with LED fixture purchased by owner	No Charge
Breakers	\$65.00
Motor – heating/cooling	\$90.00
Motor – exhaust	\$65.00- \$90.00
Thermostat	\$65.00
Light bulbs	\$15.00

Reset tripped breaker in unit	\$20.00
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Any electrical not covered in this section is typically billed at \$45.00 per hour with a one hour minimum charge.

**Housekeeping**

Cleaning in condominium unit, per person, per hour	\$30.00
Launder large item (such as bed spread)	\$15.00
Vacuum balcony	\$10.00
Window cleaning, per window	\$5.50 / window

**Other** (labor only, parts are additional charge)

Doors (entry/passage)	\$90.00
Locksets	\$65.00
Keys made, per key copied	\$4.00
Mailbox lock	\$30.00
Lubricate mailbox lock	\$15.00
Smoke detector	\$9.00
Install smoke detector	\$15.00
Replace lay-in ceiling tile, per tile	\$15.00
Association records research	\$25.00 / Hr Plus \$.25 / page copied
Copies of any documents that are available on the association web site. The association website is: <a href="http://www.satellite-hoa.com">www.satellite-hoa.com</a>	\$.25 / Page
To access the Association Office for a condominium unit key during regular business hours, 8:00 am – 5:00 pm, Monday through Friday.	No Charge

**APPLICATION TO PERFORM WORK**

**Notice to All Owners/Contractors**

Please complete this form prior to the commencement of any work in the Satellite Building, and return this form to the Front Desk.

This includes ANY work, including painting and carpeting.

**RBC105.1, Pikes Peak Regional Building Code, 2017 Edition**, except as specified in Section RBC105.2 of this Code, no building or structure regulated by this Code shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, changed in occupancy, or demolished unless a separate permit for each building or structure has first been obtained from the Building Official. A permit is also required to install or replace any electrical, gas, mechanical or plumbing system regulated by this Code.

**RBC105.2.11 WORK EXEMPT FROM PERMITS**. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

A PERMIT MUST BE OBTAINED AND POSTED IN A POSITION VISIBLE FROM THE STREET.

NOTE: It is the responsibility of the Owner and / or the contractor to call the Regional Building Department (Tele. 327-2880) to ascertain whether or not a building permit is required for your project. The initials of the person to whom you talked, and the date must be filled in on the application before any approvals by the Satellite will be given.

Application for permission to do **any** type of work in or around the Satellite Apartment Building **must be submitted to the office of the Homeowners Association before work is started**. (Remodel, remove, repair, alter, convert, improve, etc.)

Contractor **must** provide a **Certificate of Insurance** for liability insurance to the Homeowners Assoc. office before work can be started. Certificate of Insurance can be faxed to the office at 719-570-4499.

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

License No. and Type: \_\_\_\_\_ City: \_\_\_\_\_

Certificate of Insurance attached     Yes     No     To be Faxed to 719-570-4499

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Homeowner: \_\_\_\_\_ Unit No. \_\_\_\_\_

Telephone No. \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_

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Start Date: \_\_\_\_\_ \*Completion Date: \_\_\_\_\_

Type of work to be performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*This permit shall expire upon the Completion Date.

(Please Initial)

City permit required Yes \_\_\_\_\_ No \_\_\_\_\_

City license required Yes \_\_\_\_\_ No \_\_\_\_\_

Type of license required: \_\_\_\_\_

Acknowledged by Regional Building Department \_\_\_\_\_ Date: \_\_\_\_\_

(Please Initial) Approved by General Manager? Yes \_\_\_\_\_ No \_\_\_\_\_

Approved by Board of Directors? Yes \_\_\_\_\_ No \_\_\_\_\_

This form shall be completed prior to the commencement of any work. It shall be the responsibility of the Owner and Contractor to obtain approval from the appropriate official, and submit this form to the General Manager, who will submit same to the Board of Directors, if necessary.

## VEHICLE PARKING REGISTRATION

Parking Permit Number Date Registered

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NAME \_\_\_\_\_

Homeowner ( ) Renter ( ) Business Employee ( )

Home Address \_\_\_\_\_

or

Business Address \_\_\_\_\_

Telephone(s) main \_\_\_\_\_ Cell / Mobile \_\_\_\_\_

Make of Vehicle \_\_\_\_\_ Model \_\_\_\_\_

Year of Vehicle \_\_\_\_\_ Color \_\_\_\_\_

License Tag Number \_\_\_\_\_ State \_\_\_\_\_

Park Outside? Yes ( ) No ( ) Garage Space # \_\_\_\_\_

Driver's Signature \_\_\_\_\_

**RESIDENT INFORMATION**

(PLEASE RETURN COMPLETED FORM TO MANAGEMENT OFFICE)

**NAME** \_\_\_\_\_ **UNIT NO.** \_\_\_\_\_

**PHONE NO.** \_\_\_\_\_ **DO YOU WANT YOUR PHONE NUMBER LISTED IN THE SATELLITE DIRECTORY?** YES NO

**EMAIL ADDRESS:** \_\_\_\_\_

**DO YOU OWN?** \_\_\_\_ **DO YOU RENT?** \_\_\_\_ **STORAGE SPACE** \_\_\_\_\_

**GARAGE SPACE** \_\_\_\_\_ **VEHICLE LICENSE NO.** \_\_\_\_\_

**PARKING PERMIT NO.** \_\_\_\_\_

**EMERGENCY CONTACTS:** These contacts are not for the purpose of medical emergencies. They are for matters of Satellite staff entering units for building emergencies, like water Leaks, etc., to notify unit's occupant of necessary entry.

**First Contact:**

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Other \_\_\_\_\_

**Second Contact:**

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Other \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **Print:** \_\_\_\_\_

## **BALCONY STORAGE SPECIFICATIONS (ADOPTED May 29, 1970)**

As a result of the Architect Committee's Report on balcony storage, and in accordance with the Developer's over-all design of the Satellite, the Board of Directors of the Association of Owners, Satellite Apartment Building, Inc. has adopted the following as standard authorized storage for balconies:

### **I. STYLE OF STORAGE CABINETS AUTHORIZED, AT THE OWNERS EXPENSE:**

1. **Style "A"**: A free standing cabinet no larger than 88 inches long, 42 inches high and 25 inches wide. Such cabinet is not to be attached to the floor or the wall.
2. **Style "B"**: A free standing cabinet no larger than 42 inches long, 34 inches high and 42 inches wide. Such cabinet is not to be attached to the floor or to the railing.
3. **Style "C"**: A deep apron, free stand table with lid top. Size to be no larger than Style "A" and such cabinet to be situated at same location as authorized for Style "A".
4. **Style "D"**: A deep apron, free stand table with lid top, to be no larger than Style "B", and to be situated at same location as authorized for Style "B".

### **I. LOCATION OF CABINETS:**

1. **Styles "A" and "C"**: Next to brick "Party" walls, with the long dimension against said wall. No cabinets are authorized next to any stairwell, or at the end of a balcony next to the elevators on those apartments adjacent to the elevators.
2. **Styles "B" and "D"**: Back of cabinet to be situated up against one of the concrete sections of the balcony railing.

### **III. NUMBER OF CABINETS AUTHORIZED:**

1. A maximum of two cabinets only per apartment is authorized.
2. Corner units and units adjacent to elevators are authorized:
  - a. One Style "A" or "C" cabinet, PLUS one Style "B" or "D" cabinet.
3. Interior apartments (except efficiencies) are authorized ANY TWO Style cabinets.
4. Interior efficient apartments are authorized:
  - a. Two Style "A" cabinets, or
  - b. One Style "A" and one Style "C" cabinets, or
  - c. One each of Styles "B" and "D" cabinets.
5. Efficiency corner apartments are authorized one Style "A" or "C" cabinet PLUS one Style "B" or "D" cabinet.

### **IV. BALCONY ENCLOSURES:**

Due to possible overloading of heating or cooling facilities, no portion of a balcony shall be enclosed, except for a panel (not the flimsy, paper-type sheets) of clear plastic, which may be installed on the inside of the balcony railing, from the floor to the cross rail, located approximately 8 inches from the top of the railing slats.

### **V. MATERIAL AND FINISH:**

All cabinets shall be built with finished lumber or plywood or some similar material and painted an off white or beige tone color, no darker than the brick "Party" walls on the balcony.

**OWNER MAINTENANCE / HOUSEKEEPING REQUEST**

**NAME:** \_\_\_\_\_

**OWNER'S NAME, IF DIFFERENT FROM ABOVE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **UNIT:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**WORK REQUESTED:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I, the undersigned, accept full responsibility for payment of work performed by maintenance or housekeeping and have given my permission to enter my unit if no one is home and to acquire a key from the front desk.**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## Change History

Date	Description
9/18/2020	Remove paragraph h. using the property within the subdivision for any purpose other than residential use, to include operating a business or childcare service; from House Rule 19 per changes to the Colorado Common Interest Ownership Act (“CCIOA”), which were put in place following the <a href="#">2020 Legislative Session</a>
9/24/2020	<b>Add:</b> “All non-owner rentals of HOA property must request the rental through his/her landlord. HOA rental costs will appear on owners monthly HOA statement.” <b>To</b> Section 7 Tennant of Record as paragraph 7.9.
11/19/2020	<b>Change 1.1: From:</b> “A duplicate set of keys for all locks on any door of a condominium unit (a “Unit”) must be left with the management office for the purposes described in Section 18 of the Declaration and Section 6.5 of the Bylaws. <b>To:</b> “A duplicate set of keys for all locks on any door of a condominium unit (a “Unit”) must be left with the management office for the purposes described in Section 18, Access – Repairs and Emergencies of the Declaration and Section 6.5, Right of Entry of the Bylaws.”
11/19/2020	<b>Change: 2.2 From:</b> “Barbecue units must be electric or propane. Absolutely no charcoal units are allowed.” <b>To:</b> “Only electric and propane barbeque grills are allowed. Absolutely no charcoal, pellet, or wood grills/ovens/smokers are allowed.” <b>Change: 2.4 From:</b> “No live or cut Christmas trees are permitted.” <b>To:</b> “No live or cut Holiday trees are permitted.” <b>Remove: 2.5</b> “Fire stairs, located at the end of each hallway, are for emergency use only.” <b>Replace: 2.6</b> “Please refer to the “What To Do In Case Of Fire” document for additional instructions and procedures. (See evacuation map given to each unit. Available at front desk upon request.)” <b>With New: 2.5</b> “Evacuation maps are available at the front desk upon request.”
11/19/2020	<b>Change: 3.1 From:</b> “The parking areas surrounding the Satellite are Common Elements (see Section 1(h) of the Declaration) and the garage spaces are separate condominium units (pursuant to the Amendment recorded at Book 2459 Page 514 of the Declaration), and said areas/spaces are all subject to rules adopted or amended by the Association. <b>To:</b> “The parking areas surrounding the Satellite are Common Elements (see Common Elements definition, Section 1(h) of the Declaration) and the garage spaces are separate condominium units (pursuant to the Amendments recorded at Book 2459 Page 514 of the Declaration and Book 2999, Page 978), and said areas/spaces are all subject to rules adopted or amended by the Association. <b>Change: 3.3 From:</b> “Three vehicles per resident are the maximum allowed in the parking lot. Additional vehicles require approval of the Board of Directors. All vehicles must comply with rules posted on signs and/or painted on the pavement.” <b>To:</b> “All vehicles must comply with rules posted on signs and/or painted on the

	<p>pavement.”</p> <p><b>Change: 3.6 From:</b> “Maintenance work on automobiles, such as washing, changing of oil and other repairs, is not allowed in either the garage stalls or Satellite parking areas. <b>To:</b> “Maintenance work on automobiles, such as, changing of oil and other repairs, is not allowed in either the garage stalls or Satellite parking areas.”</p>
<p>11/19/2020</p>	<p><b>Change: 4.1 From:</b> “Balconies are limited common element space pursuant to Sections 1(j) and 4(b) of the Declaration, and are subject to the restrictions set forth therein, and in Sections 6.4(b) and 6.6(c) of the Bylaws. <b>To:</b> “Balconies are limited common element space pursuant to “Specific Use Common Element, Section 1(j) and Limited Common Elements, Section 4(b) of the Declaration, and are subject to the restrictions set forth therein, and in Sections 6.4(b) and 6.6(c) of the Bylaws.”</p> <p><b>Change: 4.2 From:</b> “To prevent the Satellite building from taking on a bizarre appearance, to protect people from falling objects, to prevent costly damage and for health and safety reasons, the following rules will be enforced: <b>To:</b> “To protect people from falling objects, to prevent costly damage and for health and safety reasons, the following rules will be enforced:”</p> <p><b>Change: 4.2.1 From:</b> “ NOTHING will be hung from the ceilings of balconies. No objects can protrude above the top of or be draped over the balcony railings. No lights or fixtures, other than the same type installed by the builder, can be replaced on the balconies <b>To:</b> “NOTHING will be hung from the ceilings of balconies. No objects can protrude above the top of or draped, hung, decorated, decked, bedecked over the balcony railings. No lights or fixtures, other than the same type installed by the builder, can be replaced on the balconies</p> <p><b>Change: 4.2.7 From:</b> “TV antennas may be placed on the balconies as long as they are not permanently attached to the building and do not show above the railing.” <b>To:</b> “Satellite dishes may be placed on the balconies as long as they are not permanently attached to the railings or building and do not show above the railing.”</p> <p><b>Change: 4.2.8 From:</b> “Owners and tenants will limit their display of outdoor holiday/Christmas lights on balconies from dusk to 11:00 pm from the day after Thanksgiving through January 6<sup>th</sup>. All other times of the year, decorative lights on balconies are not approved and subject to fines. See schedule of fines.” <b>To:</b> “Owners and tenants will limit their display of outdoor holiday lights on balconies from dusk to 11:00 pm from Thanksgiving Day through January 6<sup>th</sup>. All other times of the year, decorative lights on balconies are not approved and subject to fines. See schedule of fines.”</p> <p><b>Change: 4.2.9 From:</b> “Storage bins on balconies must comply <b>with BALCONY STORAGE SPECIFICATIONS.</b>” <b>To:</b> “Storage bins on balconies must comply <b>with BALCONY STORAGE SPECIFICATIONS, page 25.</b>”</p> <p><b>Change: 4.2.10 From:</b> “Plexi-glass, clear and transparent, is permitted and must comply with specifications set forth in <b>BALCONY STORAGE SPECIFICATIONS.</b>” <b>To:</b> “Plexi-glass, clear and transparent, is permitted and must comply with specifications set forth in <b>BALCONY STORAGE SPECIFICATIONS, page 25.</b>”</p>

11/19/2020	<p><b>Change 7.1: From:</b> “The Association office must receive the following documents whenever a Unit is leased.” <b>To:</b> “The following documents must be sent to the Association office whenever a Unit is leased.”</p> <p><b>Change 7.3: From:</b> “Any failure by tenant to comply with the Rules shall be a default under the lease.” <b>To:</b> “Any failure by tenant to comply with the Rules shall result in a fine of the owner.”</p> <p><b>Change 7.7.2: From:</b> “the Association may take direct action (before or after notice to the Owner) to enforce the Rules, including the right to impose fines (against the tenant, occupant and/or Owner of a Unit); and/or” <b>To:</b> “The Association may take direct action to the Owner to enforce the Rules, including the right to impose fines against the Owner of a Unit.”</p> <p><b>Remove 7.7.3</b> ” the Association may pursue legal action to evict any tenant in default of these Rules upon three (3) days written notice to the tenant with a copy mailed to Landlord.”</p> <p><b>Change 7.8: From:</b> “All costs incurred by the Association to enforce these Rules (including attorney fees, costs of cure and/or costs of eviction) shall be charged to the tenant (pursuant to the terms of the lease) and to the Owner (pursuant to the governing documents), and may be added to (and enforced as) an assessment and lien against the Unit pursuant to Sections 20 and 26 of the Declaration, and Section 6.7 of the Bylaws.” <b>To:</b> “All costs incurred by the Association to enforce these Rules (including attorney fees, costs of cure) shall be charged to the Owner (pursuant to the governing documents), and may be added to (and enforced as) an assessment and lien against the Unit pursuant to Sections 20, (<b>Compliance with Provisions of Declaration and By-Laws</b>) and 26 (<b>Assessment Lien</b>) of the Declaration, and Section 6.7 (<b>Foreclosure of Lien</b>) of the Bylaws.”</p>
11/19/2020	<p><b>Change: 9.2 From:</b> “The swimming pool, gymnasiums, sauna baths, tennis courts, shuffleboard courts, and billiard room are all privately owned recreational facilities. Therefore, all published and posted rules for these facilities must be strictly adhered to or expulsion from the facility will be enforced.”</p> <p><b>To:</b> “The swimming pool, gymnasiums, sauna baths, and billiard room are all privately owned recreational facilities. Therefore, all published and posted rules for these facilities must be strictly adhered to or expulsion from the facility will be enforced.”</p> <p><b>Replace: 9.3 With:</b> “Recreational facilities are locked at all times. Key cards may be used by authorized persons for access to recreational facilities.”</p> <p><b>Replace 9.4 With:</b> “For groups larger than four (4) people, users must obtain a pass from the Front Desk. A member of the Board of Directors must approve the pass for an authorized person hosting a group of four or more people.”</p> <p><b>Remove 9.5</b> “For groups larger than four (4) people, users must obtain a pass from the Front Desk. A member of the Board of Directors must approve the pass for a sponsor or authorized person hosting a group of four or more people.”</p>
11/19/2020	<p><b>Change: 11.2 From:</b> “All contractors must comply with the terms set forth in the “Notice to All Contractors” attached hereto as Form A, pursuant to Section 6.4(a) of the Bylaws.” <b>To:</b> “All contractors must comply with the terms set forth in the “Application To Perform Work &amp; Notice to All Contractors”, see page 20, and</p>

	<p>pursuant to Section 6.4(a), <b>Construction of Improvements</b> of the Bylaws.”</p> <p><b>Change: 11.3 From:</b> “Members are responsible for interior maintenance pursuant to Section 19 of the Declaration.” <b>To:</b> “Members are responsible for interior maintenance pursuant to Section 19, Owners Maintenance Responsibility, of the Declaration.”</p> <p><b>Change: 11.4 From:</b> “Members may hire Satellite maintenance/housekeeping personnel, subject to all terms on the request form attached hereto as Form C.”</p> <p><b>To:</b> “Members may hire Satellite maintenance/housekeeping personnel, subject to all terms on the <b>Owner Maintenance/Housekeeping</b> request form on page 22.</p>
11/19/2020	<p><b>Change: 13.4 From:</b> “A special guest rate is available for resident owners and non-resident owners with voting rights, who must personally make the reservation and guarantee payment for the room and all of the charges made to the room. Discounts will vary, depending on the season. See manager for seasonal rates.”</p> <p><b>To:</b> “A special hotel guest rate is available for resident owners and non-resident owners with voting rights, who must personally make the reservation and guarantee payment for the room and all of the charges made to the room. Discounts will vary, depending on the season. See manager for seasonal rates.”</p>
11/19/2020	<p><b>Remove: 14.2</b></p> <p><b>Change: 14.3 From:</b> “The freight elevator should be used for moving furniture, carts, pets and trash. Carts must be returned to the basement.” <b>To:</b> “The freight elevator should be used for moving furniture, carts, and trash. Shopping Carts must be returned to the basement.”</p> <p><b>Change: 14.4 From:</b> “Carts must be returned to the basement.” <b>To:</b> “Shopping carts must be returned to the basement.”</p> <p><b>Remove: 14.5</b></p>
11/19/2020	<p><b>Change: 15.2 From:</b> “Wet garbage should be put down apartment disposals.”</p> <p><b>To:</b> “Wet garbage should be put down unit garbage disposals.”</p> <p><b>Change: 15.5 From:</b> “Magazines may be donated to the community rack located in the eighth-floor refuse room or second floor library.” <b>To:</b> “Magazines may be donated to the community rack located in the eighth-floor refuse room.”</p>
11/19/2020	<p><b>Change:</b> Section heading <b>From:</b> Washers and Dryers in the Apts <b>To:</b> Washers and Dryers in the Units</p> <p><b>Change: 17.1 From:</b> “As of 06/2007, washers and dryers cannot be installed in the apartments. The ones in place as of this date will be grandfathered, but cannot be replaced.” <b>To:</b> ”As of 06/2007, washers and dryers cannot be installed in the units. The ones in place as of this date will be grandfathered, but cannot be replaced.”</p>
11/19/2020	<p><b>Change: 18 Section Heading From:</b> “Owner Storage and A-Wing Garage Tire Racks”</p> <p><b>To:</b> “Garage Tire Racks”</p> <p><b>Replace: 18.1 With: 18.1</b> Garage Tire Rack - Tires must be marked with the owner's name and unit number.</p>

11/19/2020	<p><b>Remove: 19.1.8</b> “using the property within the subdivision for any purpose other than residential use, to include operating a business or childcare service;”</p> <p><b>Change: 19.1.9 From:</b> “storing gas, hazardous material or volatile substances; and</p> <p><b>To:</b> “storing gasoline, hazardous material or volatile substances; and</p>
2/1/2023	<p><b>Change:</b> Updated Maintenance fees hourly rate from \$45/hr to \$65/hr</p>