

Belvedere Tower Condominium Association

Owner and Tenant Welcome Guide

January 2024



Building Protocol, Rules and Regulations

Revised and Issued by The Board of Directors, January 2024

The Belvedere Tower is a cooperative living environment. Not unlike society at large, the success of this community depends on the cooperative compliance with these rules and regulations. Our success in maintaining a community we will all enjoy is dependent upon the positive involvement of all owners and residents in respecting the needs of others.

The Belvedere Tower Condominium Association has established the following rules for the benefit of all residents, including rental tenants. These rules will aid in making the Belvedere a pleasant and desirable place to live. Each homeowner shares ownership in the common areas, equipment, and furnishings. This information is designed to provide guidance related to unit ownership, and the maintenance of our common areas. There is an expectation that all residents will have a rightful sense of pride in their building and will cooperate in every way possible to preserve Belvedere Tower standards.

Any infraction of these rules and regulations may be brought to the attention of the Property Management personnel and to the Belvedere Tower Board (Board). Violators may be subject to a fine as well as liability for damages and may also be liable for attorney fees and other costs incurred by the Belvedere Tower as well as legal actions by fellow aggrieved owners.

When the owner sells or leases a unit, copies of the Association's rules and regulations must be given to the new owner or renter. A copy can be obtained from Property Management, the President of the Association, or any Board member. Homeowners must notify Property Management and the Board of any change in ownership or occupancy of his-her unit and parking space(s) within 3-days of the change.

Please read through the Building Protocol and Rules and Regulations, and become familiar with them. They are adopted by the Board in accordance with Article 6 Section 6.20 of the Declaration¹ of the Belvedere Tower Condominium Association, Inc., and state statutes. We ask that you abide by them in the spirit of cooperation and consideration of your neighbors.

¹The Condominium Declaration for Belvedere Tower Condominiums is a 43-page legal document that contains (12) Articles of Incorporation and three Exhibits that include a legal description of the property, a list of condominium units, and recorded easements. It is the organizing document for Belvedere Tower and is dated July 5th, 2000, as amended. A current copy can be obtained from Property Management.

Building Protocol

- A. For all non-emergency situations call Property Management to notify them of any problems within the building, parking lot, and trash area.
- B. Call 911 in case of fire, police need, or medical emergencies. If hearing and speech impaired, dial 711. Give the dispatcher the following information:
 - 1. Your name
 - 2. Name of the building: Belvedere Tower
 - 3. Address: 475 W. 12th Avenue, Denver, CO,
 - 4. Unit number
 - 5. Telephone Number
- C. Notify Property Management after any police or fire emergencies have been resolved.
- D. Fire alarm pull stations are located on the north and south hallways near the stairwells.
- E. Smoke alarms are located in each unit and should be tested quarterly. Batteries should be changed annually.
- F. When the fire alarm sounds, all residents are required to exit the building using the stairwells. **DO NOT TRY TO USE THE ELEVATORS.** They shut down automatically. Stairwells are located at both ends of the halls, next to the elevators.
- G. Report any breach of building access to Property Management.
- H. Recommended tornado procedures are as follows: When a tornado warning has been issued, you may have very little time to prepare. How you respond now is critical. And, how you react can save your life.
 - 1. Make sure you have a portable radio, preferably a NOAA weather radio, for information.
 - 2. Seek shelter in the in the lowest level of the building, an inner hallway, a smaller inner room, or a closet. Keep away from all windows. Stay tuned to a radio to know when danger has passed.

3. You can cushion yourself with a mattress, but do not use one to cover yourself. Do cover your head and eyes with a blanket or jacket to protect against flying debris and broken glass. Don't waste time moving mattresses around.
 4. Keep your pet on a leash or in a carrier.
 5. Multiple tornadoes can emerge from the same storm, so do not go out until the storm has passed.
 6. Do not leave the building to attempt to "escape" a tornado.
- I. Flooded basement procedures are as follows:
1. Do not enter because of extreme electrical danger.
 2. Call 911 fire department and then Property Management.
- J. Natural Gas Odor procedures are as follows:
1. Leave the building immediately, taking everyone with you (including pets), and leave all doors and windows open behind you. Don't re-enter the unit to open doors and windows.
 2. Shut off your natural gas supply, if possible.
 3. Do not operate light switches, your telephone, or any electrical appliance.
 4. Do not connect or disconnect any power plugs from electric outlets.
 5. Do not light a match or lighter. Do not smoke.
 6. From a neighbor's phone, call the Fire Department (911). They will call the appropriate gas supplier and deal with the situation. If hearing and speech impaired, dial 711.
- K. Elevator malfunction procedures are as follows:
1. Call Property Management if either elevator is not in working order.
 2. If you are inside the elevator when it stops between floors, use the system within the elevator to be rescued.
 3. Telephone communication is located in the elevator, labeled "Phone".
 4. This connects you with the elevator service company operator.
 5. Inform the service operator of the building, address and which elevator is not working.
 6. Do not attempt to force the door open or climb out unless emergency personnel direct you to do so.
- L. Emergency in the Elevator:

1. If trapped in the elevator and there is no service company response, use the “Emergency Alarm” button located on the panel with the floor number buttons.
2. If an additional emergency exists, including serious panic, push the “Emergency Alarm” button. Use it if there is a medical emergency, a fire alarm sounding, flood, or if the trapped person cannot communicate.

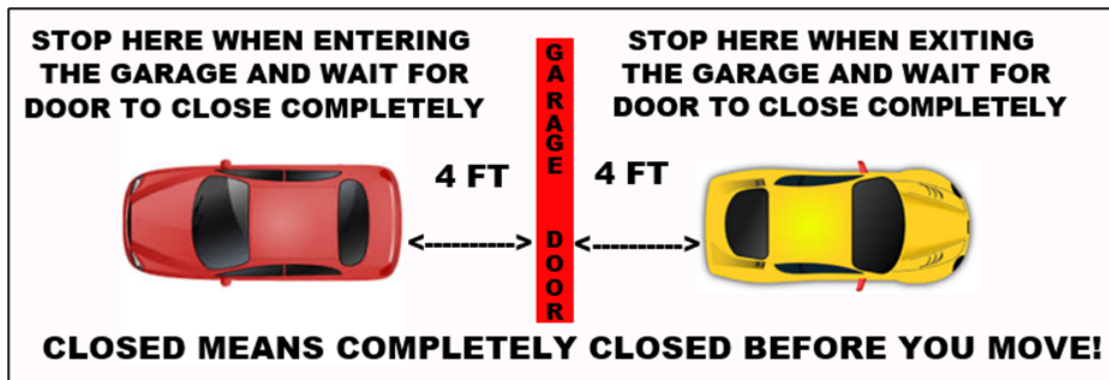
M. Trash Disposal

1. Trash may be put in the garbage chute in the trash room next to the elevator if and only if it is in a tied plastic bag. Absolutely no boxes or other items may be put in the trash chute.
2. The trash dumpsters are located on the G1 level through the double doors just to the left of the G1 garage door. You may also dispose of your garbage in these dumpsters that are on the left side of the trash room.
3. All recycling is to be placed in the recycle dumpsters that are clearly labeled on the right side of the trash room. All boxes placed in the recycling dumpsters must be broken down and flattened before being placed in the recycling dumpsters.

Additional Resident Information

As a condominium community, our joint safety is dependent on each of us acting in a manner that does not put any of us or our property in danger. It is critical that we are aware that all of the following items and rules listed here are a part of our rules and regulations as residents.

1. When entering the garage, it is your responsibility to stop and make sure no person or vehicle follows you into the garage. You do this by waiting for the garage door to close completely before you continue to your parking space.
2. When exiting the garage, you stop just beyond the door and stop until the door is closed before pulling out into the street.



3. When entering with your fob please be sure not to allow anyone you don't recognize as a fellow resident to enter with you.
4. The cameras and front panel track every entry to or exit from the building.
5. There is a \$395 fine for any violation, and \$295 if paid within 30 days.
6. Never "buzz" someone in through a call from the front panel that you do not personally know. This includes: people you do not personally know, a resident you do not know that is asking for entry, or a delivery person. The front panel entry system computer tracks every entrance permitted by each condo and saves that information for 90 days.

7. If you “buzz” in anyone who has no right to enter the building, you will be liable for any damage to any resident or property. Think “safety” for your fellow residents.
8. If you smoke on your patio deck, please be sure to fully extinguish whatever you are smoking and dispose of it in your condo. Never flick your smoking material over your balcony whether you think it’s out or not. Never leave it in an ashtray you use outside where the wind can blow a butt onto someone else’s property. Residents of the lower floors have had damage and fires to outdoor furniture and patios due to still-lit cigarette butts.
9. Never put highly flammable items such as paint or other hazardous materials in the dumpsters. We collect unwanted paint and other hazardous materials several times per year. You will be notified of these collection dates.
10. The Belvedere common public areas and anywhere closer than twenty feet of any exit are all non-smoking areas.

Rules and Regulations

Table of Contents

1. Association and Management	9
2. Service and Maintenance Policy Standards.....	10
3. Moving Procedures	12
4. Deliveries.....	13
5. Storage Restrictions / Storage Lockers and Storage Areas.....	13
6. Restrictions on Parking and Storage	14
7. Animals and Pets.....	14
8. Bicycles.....	15
9. Smoking.....	15
10. Trash / Refuse	15
11. Long-Term Storage of Rubbish Prohibited	16
12. Hazardous Waste.....	16
13. Obstruction	16
14. Increased Risks, Damage	16
15. Electrical Devices of Fixtures	17
16. Showing of Units	17
17. Selling and Leasing of Units.....	17
18. Occupancy restrictions.....	17
19. Maintenance and Repairs.....	17
20. Contractor/Renovation Guidelines.....	18
21. Decorative Displays Outside of Units.....	19
22. Directory Listings.....	19
23. Sign/Exterior Displays	19
24. Alterations, Additions, or Improvements to Common Elements	19
25. Access by Executive Board.....	20
26. Proper Use	20
27. Annoyance or Nuisance	20
28. Compliance with Law	20
29. Collection Procedures.....	21
30. Returned Check Charges.....	22
31. Policies and Procedures for Fines	23
32. Application of Payments made to the Association.....	23
33. Enforcement and Attorney's Fees	23
34. Modification, Amendments, Repeal and Re-Enactment.....	23
35. Miscellaneous	23
Acknowledgement of Welcome Guide.....	24

1. Association and Management

Board of Directors. The governing body of the Association is the Board of Directors or Executive Board (the “Board”), which is comprised of three directors. The officers are the President, the Vice- President, and the Secretary/Treasurer. The members of the Board have graciously volunteered their time to benefit the greater community.

Board Member Contact Information:

- President@belvederetowerdenver.com
- Vicepresident@belvederetowerdenver.com
- Treasurer@belvederetowerdenver.com

Association Website: www.belvederetowerdenver.com

Periodic Board meetings are normally held. Any owner who wishes to address the Board may do so at that time. Contact a Board member or the management company for the time and/or location of the meeting.

The annual owners’ meeting is held at a time and place selected by the Board. Notice of the meeting is mailed to each owner. All owners who are in good standing with the Association may vote at this meeting, either in person or by proxy.

At this meeting, the members transact any business that properly comes before the Association, including discussion of the budget or budgets, finances and the election of one or more directors.

Participation in the Board meetings is expected to be professional and pertinent to the association’s affairs. Please be respectful, kind, and courteous to fellow owners, Board Members, and Management Staff.

The Belvedere Tower is managed by a professional management company under contract to the Association. The management company is the Association’s agent. The management company employs a community manager, and all related support personnel necessary to conduct the affairs of the Association and oversee contractors. The community manager reports to the Board.

All Association records and documents, including budget, financial statements, minutes, Declarations, Articles of Incorporation, and Bylaws, are kept at the management

company's office and are available for inspection by owners during normal business hours by appointment only.

As of 10.1.22 we are a self-managed building with all below details and more stored in share folders on our secure Owner's Portal which you will setup after your closing:

1. Current contact and emergency contact information
2. Autopayments for homeowner dues
3. Calendar of meetings and events
4. Association document access
5. Work order and maintenance requests

Concierge can be reached during normal business hours at 720-946-1281.

2. Service and Maintenance Policy Standards

In General, these policy statements define the diverse responsibilities of the Association to the Unit Owners with regard to services of the Association and maintenance of individual Units and Common Elements. The standards below, which are to be considered a measure of the responsibility of the Association, are to be interpreted in the sole discretion of the Association.

The Association shall endeavor to maintain Common Elements and portions of Units, if any, which are the responsibility of the Association in a manner consistent with the Governing Documents. The Association is responsible for outdoor maintenance of the exterior of the building.

Maintenance and repair of the Interior of the Unit is generally the responsibility of the Unit Owners. A Unit Owner assumes responsibility for inside maintenance upon purchase. It is the policy of the Association to maintain the exterior of the buildings and the elements which are a part of the Common Elements in a condition comparable to that which existed when the building was completed. Cycle periods have been established or are to be established for items which require maintenance at regular intervals.

A. Building – Exterior

- a. Doors-Exterior doors, doors wholly within Common Elements doors are the responsibility of the Association.

- b. Windows and Glass Doors - Windows and glass doors will be considered the responsibility of Unit Owners, and Unit Owners will be billed for the cost of replacement. Window operating mechanisms are the responsibility of the Unit Owner. Glass exteriors above the ground or retail floor will be cleaned by the Association no less than once a year. More frequent cleaning of glass exteriors above the ground or retail floor is at the option and responsibility of Unit Owners or the Association. Glass exteriors and doors on the retail or ground level are the cleaning responsibility of the Owner of those Units.
- B. Building – Interiors
- a. Common Electrical Wiring and Plumbing - If repair is required to plumbing or electrical wiring common to more than one (1) Unit, the Association will perform the repair and will restore the structure as closely as possible to the original standard condition. Any additional cost will be the responsibility of the Unit Owner. The Association has the right to determine responsibility for any given repair and to make that repair.
 - b. Unit Electrical and Plumbing Fixtures - The electrical and plumbing fixtures within the Unit, serving that Unit, are considered part of the Unit and the property of the Unit Owner. Repair or replacement is the responsibility of the Unit Owner. Fixtures include, but are not limited to the following: light switches, outlets, sconces, sinks, appliances, faucets (within the Unit) and electrical appliances.
 - c. Walls, Floors and Ceilings-Walls, floors or ceilings damaged as a result of water entering the building from outside the building, except where caused by an Unit Owner, will be repaired by the Association and restored as closely as possible to the original standard condition.
 - d. Doors - Repair and replacement of Unit interior and Unit entry doors will be at the cost of the Unit Owner.
 - e. Appliances - All appliances and fixtures in Units are the property of the Unit Owner. No maintenance responsibility is assumed by the Association.
 - f. Floor Covering - All carpet and floor covering in the Unit is the property of the Unit Owner. No maintenance responsibility is assumed by the Association.
 - g. Dryer Vents - Dryer vents will be cleaned by the Unit Owner unless they become clogged, in which event the Association may clean the vents and charge the Owner.

- h. Corridors - Corridors are to be vacuumed as determined by the Board or Association manager. Carpets in corridors will be shampooed on a periodic basis or as otherwise determined by the Board or Association manager.
- i. Replacement of carpet which is worn or torn will occur when the carpet becomes unsightly, when backing shows, when tears present a walking hazard, or as otherwise determined by the Board or Association manager. Painting of corridors will be as determined by the Association.
- j. Trash - Residential Unit Owner receives trash removal service.
- k. These services will be provided to that Unit Owner by the Association and are to be reimbursed by the Unit Owners as an expense attributable to those Units and Unit Owners.
- l. Retail and Commercial Unit Owners receive trash services from the Association, by their own separate contract or arrangements with providers or from the Association. If provided by the Association, the expense for these trash services shall be allocated among the Retail and Commercial Unit Owners.
- m. Balcony landscaping - Certain Units may have balcony, patio or deck landscaping (potted trees, plants or shrubs) to be maintained by the Association. In that event, the Association will access the landscaping, for maintenance and care, through the Unit to which the balcony, patio or deck is attached. The Association, on written notice to the owners of the Units with landscaping on their balcony, patio or deck, may require the Unit Owner to maintain that landscaping.

3. Moving Procedures

- A. Only one elevator shall be used for moving. Advance arrangements for the use of that facility must be made with the Manager's Office. Approved advance reservations of an elevator may be made only by Owner(s) or named tenant, after a copy of the executed lease is provided to the Manager.
- B. Prior to moving in, the new owner or tenant must provide the management company with the names, email addresses, and cellphone numbers of all who will reside in the unit. A copy of this information is required to be given BEFORE YOU WILL BE ALLOWED TO MOVE IN. The front desk concierge has a copy of the form you may use for this purpose. No move in or out of the Community, by an Owner or Tenant, may be commenced until the Association has received a \$500.00 moving/damage/cleaning deposit, which includes a \$250.00 moving fee.

Out of that fee the Association may provide a qualified person for up to four hours to help facilitate the move by monitoring the loading dock area and elevator access. For moves which require more than four hours the Association shall collect from the owner/lessee such additional sum as may be required to pay for additional monitor time. Sums for additional monitor time may, at the Association's discretion, be withheld from the moving/cleaning/damage deposit.

- C. Moves shall be completed between 8:00 a.m. and 5:30 p.m., Monday through Saturday.
- D. Of the \$500.00 moving/damage/cleaning deposit, the \$250.00 moving fee will be refunded to the Owner/Tenant within five days of the move – and a joint inspection by the owner/lessee of their agent(s) and the Manager's office – if there is no apparent damage, cleaning or other Association claims. It is the Owner/Tenant who is responsible for scheduling the joint inspection and the Association will continue to withhold the deposit until such time as any repairs, cleaning or other mutual agreement for the return is resolved with the Executive Board.
- E. In the event of damage, cleaning, or other claims, the Association shall hold the deposit until the cost or repairs, cleaning can be resolved. And, the Manager's office shall be authorized to complete a settlement agreement with the involved party, as to any damage or cleaning claims, if such claims are less than the deposit, at any time within 20 days of the move giving rise to such claims. If cleaning service is performed by the Association, or at its direction, cost shall be assessed at a rate of Sixty Dollars (\$60.00) per hour, subject to a minimum charge of thirty-five dollars (\$35.00).
- F. The Association may develop and maintain an appropriate check list to facilitate these moving procedures.

4. Deliveries

Deliveries requiring the use of an elevator shall be completed between 8:00 a.m. and 5:30 p.m., Monday through Saturday. Advance arrangements for use of an elevator must be made with the Manager's Office. Damages to Common areas or other Association expense caused by a delivery shall be assessed to the involved unit.

5. Storage Restrictions / Storage Lockers and Storage Areas

Storage on any deck, patio or visible area from the Common Elements is restricted. Unsightly or unsafe furniture, fixtures, devices, articles or other items or things,

including, but not limited to, bicycles, sporting equipment, appliances, automobile parts and tires, cardboard boxes, newspapers, or anything flammable, may not be stored on any balcony, deck or patio or area visible from the Common Elements.

Storage of materials in the Common Elements, in the Limited Common Elements or other areas designated by the Executive Board will be at the risk of the person storing the materials.

6. Restrictions on Parking and Storage

- A. Parking within Boundaries. All vehicles and automobiles (including trailers, camping trailers, boat trailers, boats, hauling trailers, running gear, or accessories thereto, motor driven cycles, trucks, self-contained motorized recreational vehicles, vans, or other types of vehicle or vehicular or recreational equipment), parked or stored in the Community shall be parked or stored, at any one time, wholly within the boundaries of a Garage Unit or within any area authorized for vehicular parking as designated by the Association.
- B. Registration. The Association may require vehicles occupying a Garage Unit to be registered with the Association. The number of the Garage spaces may be indicated on an identification sticker or parking pass affixed to each vehicle, exhibited on the dashboard, etc.
- C. Garages and Garage Cabinets. Garage Units are limited in use to storage of vehicles. Installations of new cabinets in a Garage Unit or other parts of the garage area are prohibited without prior written approval by the Board. Any prior approvals of Garage cabinets are not transferable and do not transfer with change of ownership or rental occupancy. Upon a change of ownership, any installed cabinets may be removed at the expense of the Owner or Unit with the exclusive use of that cabinet.
- D. Idling of Engines. Motor vehicles should not be “warmed up” or their engines be allowed to idle within the garage area to prevent the buildup of noxious fumes.

7. Animals and Pets

Restrictions on animals and pets are as follows: Pets, including cats, dogs, birds, reptiles, and other animals, hereinafter for brevity termed “animal,” may be kept and maintained by occupants within their Unit in the Community; if the animal, in each instance, is expressly permitted in writing by the Managing Agent, or if there is no Managing Agent, then by the Executive Board of the Association. Where such written permission is allowed or granted, such permission is revocable if the animal becomes obnoxious to other Owners or occupants, in which event the Unit Owner or person having control of

this animal shall be given a written notice to correct the problem or, if not corrected, the Unit Owner or occupant, upon written notice, may be requested and required to remove the animal from the Community. The written notices provided for herein shall be issued by the authorized representative of the Association or, if there is no authorized representative then by one or more of the members of the Executive Board of the Association.

Animals may not be kept for any commercial purposes. Owners or persons having control of an animal, shall, while the animal is in the Community, be responsible for cleaning up after their animal and shall be deemed to hold the Association harmless from any claim resulting from any action of their animal and any costs incurred by the Association. Animals are not permitted within the lobby of the Community, to preserve and maintain the value and appearance of the furnishings and furnishes in the lobby. Animals may be required to enter and exit the building through the garage. Seeing-eye dogs and hearing dogs will be permitted for those persons holding certificates of necessity.

8. Bicycles

Bicycles of residents may not be taken to their individual Units. Bicycles are to be stored in the garage or in an Owner's storage area.

9. Smoking

Smoking is permitted in individual Units and on the balconies, patios or decks of a Unit. Smoking in or on other Common Element facilities is prohibited. Discarding of smoking paraphernalia or other smoking refuse must be disposed of properly and if tossed from balconies, patios or decks of a Unit the Owner shall be fined in accordance with these Rules and Regulations.

10. Trash / Refuse

Unit Owners shall not permit any merchandise, freight, personal property or refuse to accumulate on the sidewalks or near the entrances, corridors, passageways, service areas, loading docks, and lobbies outside of their Unit without the express written permission of the Association.

11. Long-Term Storage of Rubbish Prohibited

To prevent endangering health and safety, or the spread of vermin, long term storage of rubbish within the Units or Common Elements is forbidden. All storage of rubbish, garbage or other debris within the Units will be in a manner which prevents the spread or vermin and unnecessary fire hazards.

12. Hazardous Waste

All hazardous or medical waste must be stored within the Unit in accordance with current applicable laws and administrative regulations. Hazardous and medical waste must be removed directly to appropriate removal service vehicles and may not be left or stored on Common Elements.

13. Obstruction

There shall be no obstruction of corridors or of the Common Elements, nor shall anything be stored outside of the Units without the prior written consent of the Executive Board, except as expressly provided. Patio furniture, consisting of all-weather chairs and tables, will be allowed on the deck and patio, provided that they remain in good condition and repair. Barbeque grills must comply with Denver Fire Department Regulation otherwise they are prohibited.

14. Increased Risks, Damage

Nothing shall be done or kept in or upon a Unit or upon the Common Elements, or any part thereof, which would result in the cancellation of the insurance as maintained by the Association, without the prior written approval of the Association. Nothing shall be done or kept in or upon any Unit of, in or on the Common Elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof, shall be committed by any Unit Owner, or any member of the Owner's family, or by any guest, invitee or contract purchaser of any Owner. This specifically refers to, but is not limited to, the storage of flammable liquids in any Unit or on the Common Elements.

15. Electrical Devices of Fixtures

No electrical device which creates electrical overloading of standard circuits may be used without written permission from the Executive Board. Misuse or abuse of appliances, circuits, or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from the misuse shall be the responsibility of the Unit Owner from whose Unit it was caused. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

16. Showing of Units

Owners may show their Units to prospective purchasers at any hour, so long as such activity does not cause a disturbance or annoyance to other residents. Any licensed real estate agent may show an Owner's Unit, pursuant to proper written authorization, but only between the hours of 8:00 a.m. and 7:00 p.m. Showing shall be by appointment only. No open house signs may be displayed on Common Element facilities. The involved Owner and/or agent shall meet each prospect at or near the front door. Staff will provide keys to agents only if they have been furnished to the Association by an Owner or agent and placed in that Unit's file for that specific purpose.

17. Selling and Leasing of Units

Homeowners or real estate professionals must notify management of any change in ownership to update database and critical contact information. Owners that are leasing or renting their units are encouraged to share resident contact information in the event of an emergency. Owners are also encouraged to share a copy of their lease agreement with management.

18. Occupancy restrictions

Units are limited to occupancy by persons, and garages are limited to occupancy for the storage of vehicles. For use and occupancy restrictions, please see the Declaration.

19. Maintenance and Repairs

A unit Owner will take good care of their Unit (as it affects the Common Elements) and will make all necessary repairs to the Unit.

Unit Owners shall keep their Units in a good state of preservation and cleanliness.

20. Contractor/Renovation Guidelines

- A. Working Hours: Shall be from 8:30 a.m. to 5:00 p.m., Monday through Saturday only. No resident or contractor construction activity is allowed in the building on Sunday. Contractors, sub-contractors and their employees must check in before entering the building.
- B. No materials or tools may be taken through the front doors.
- C. Materials, tools, etc., shall be brought to the elevators via the garage or dock area.
- D. Your contractors are NOT allowed to use the “grocery” carts.
- E. An elevator should be reserved at least 72 hours in advance for large movements of materials, etc. It is the responsibility of the resident or his/her contractor to make such advance reservations. Failure to obtain a confirmed reservation may result in significant delay in obtaining access to elevator. Unnecessary or excessive reservations are not permitted.
- F. All excess materials, debris and trash must be hauled away by the contractor.
- G. No materials, debris or trash may be thrown down central trash- chutes.
- H. Appropriate clean-up shall be the responsibility of Owners and their Contractors. Any dirt, sawdust, or other material traced or spilled in elevator or on hallway carpeting must be cleaned up immediately. Also, all involved hallway, garage, elevator, loading dock, lobby or other common areas must be cleaned up at the end of each day.
- I. Exterior Unit doors must be kept closed when work is being done in a Unit.
- J. Fire Alarm System: No smoke detector or building intercom speakers may be removed or taken apart with prior Association approval.
- K. An Owner contracting to have work done in their Unit assumes full responsibility for:
- L. Compliance with the Declaration;
 - a. Damage to the common areas or other Association costs;
 - b. Obtaining confirmed reservations for the use of an elevator;
 - c. Having workers check with the Manager to clarify rules before begins and having permits as necessary.
- M. Penalties: Violation of these rules may result in the assessment of penalties against the Unit Owners and Contractor including, but not limited to, the suspension or termination of a Contractor’s further access to the building.
- N. Before a Contractor may begin work in any Unit, the Contractor must furnish adequate proof of liability insurance and worker’s compensation coverage.

- O. Before an Owner may cause work to be commenced in any Unit, the Owner must furnish the Association with a \$500.00 non-refundable construction deposit.

21. Decorative Displays Outside of Units

Unit Owners shall not cause or permit anything other than conventional draperies, curtains and holiday decorations to be hung, displayed or exposed at or on the outside of windows or outside of Units without the prior written consent of the Executive Board or the committee, if any, established by the Executive Board which has jurisdiction over these matters.

22. Directory Listings

The Association may make space available on a directory board, at the entrances or other locations, for the names of the firms, companies, corporations or other entities. The Declarant and the Executive Board will control and approve lettering size and style and number of listings on directory boards and lobby or corridor doors. The Executive Board may authorize additional names to be added, for a fee. A directory of tenants may be maintained by the owners of Units entrances to the building, at the sole cost and expense of the owners of Units. The design, size and location of such directory must be approved by the Association prior to installation.

23. Sign/Exterior Displays

Signs and decoration of entrances around doors, including exterior displays, will be permitted in areas on the exterior of the building as approved by the local government, the Declarant or the Association. No other signs or exterior displays will be permitted to be displayed on the exterior of the building, from windows or hung or placed on walls or doors.

24. Alterations, Additions, or Improvements to Common Elements

No alterations, additions or improvements may be made to the Common Elements without the prior written consent of the Executive Board. Any alterations to Unit interiors made by Unit Owners must not adversely affect the structure, must comply with all applicable building codes and permit requirements, and must be at the Unit Owner's expense.

25. Access by Executive Board

The Executive Board, the manager of its designated agent may retain a pass key to all Units for the use in emergency situations only. No Unit Owner shall change a lock without immediately providing the Executive Board, the manager or its agent with a key.

26. Proper Use

Common Elements shall be used only for the purposes for which they were designated. No person shall commit waste on the Common Elements, interfere with their proper use by others, or commit any nuisances, vandalism, or damage on or to the Common Elements.

27. Annoyance or Nuisance

No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants or which may interfere with their peaceful enjoyments of the Common Elements for the purposes for which they were designed. No Unit Owner or occupant shall make or permit any disturbing noises or nuisance activities or to permit anything to be done that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate, or suffer to be operated, an engine, device, phonograph, television set or radio at high volume or in any other manner that shall cause unreasonable disturbances to other Unit Owners or occupants.

28. Compliance with Law

No immoral, improper, offensive, or unlawful use may be made of a Unit or of the Common Elements. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Colorado, and with all local ordinances, rules and regulations. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs, and prosecutions for any violation of noncompliance.

29. Collection Procedures

The Association has adopted the following procedures and policies for the collection of assessments and other charges of the Association.

- A. **Due Dates.** The annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable in twelve (12) installments due on the first day of each month. Assessments or other charges not paid to the Association by the 10th day of the beginning month in which they are due shall be considered past due and delinquent.
- B. **Invoices.** The Association may, but shall not be required to invoice an Owner as a condition to an Owner's obligation to pay assessments or other charges of the Association. If the Association provides an Owner with an invoice for monthly installments of the annual assessments, although invoices are not required, the invoice should be mailed or sent to the Owner between the 15th and 20th day of the month preceding each due date.
- C. **Late Charges Imposed on Delinquent Installments.** A monthly installment of the annual assessment shall be past due and delinquent if not paid by the 10th day of the month in which it is due. The Association shall impose a Thirty-Five Dollar (\$35.00) late charge on the outstanding or past due balance then due to the Association. The late charge shall be a "common expense" for each Owner who fails to timely pay their monthly installment of the annual assessment by the 15th day of the month in which the installment was due.
- D. **Interest.** Delinquent assessments, fines or other charges due the Association shall bear interest at the rate set forth in the Declaration.
- E. **Attorney Fees on Delinquent Accounts.** As an additional expense permitted under the Declarations, Articles and Bylaws, the Association shall be entitled to recover its reasonable attorney fees incurred in the collection of assessments or other charges due the Association from a delinquent owner.
- F. **Collection Letters.** (i) After a monthly installment of the annual assessment or other charge due the Association becomes sixty (60) days past due, the Association may cause, but shall not be required to send, a collection or dunning letter to be sent to the Owners who are delinquent in payment; (ii) additionally, the Association may, but shall not be required to send a letter to the Owner advising that their account has been referred to the Association's attorneys for collection.

- G. Use of Certified Mail/Registered Mail. In the event the Association shall cause a collection or dunning letter or notices to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.
- H. Liens. The Association may file a Notice of Lien against the property of any delinquent Owner in accordance with the terms and provision of the Declarations, Articles and Bylaws.
- I. Referral of Delinquent Accounts to Attorneys. The Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred.
- J. Referral of Delinquent Accounts to Collection Agencies. The Association may, but shall not be required to refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.
- K. Sign Removal. If a Retail or Commercial Owner is delinquent in paying assessments or other sums due the Association, the Association may temporarily or permanently remove the sign or signs of that Owner or their tenant and the charge therefor shall be an additional obligation of the delinquent Owner.
- L. Ongoing Evaluation. Nothing in this procedure shall require the Association to take specific actions other than to notify Owners of the adoption of these procedures. The Association has the option and right to continue to evaluate each delinquency on a case-by-case basis.

30. Returned Check Charges

In addition to any and all charges imposed or allowed under the Declaration, Articles of Incorporation, Bylaws or these Rules and Regulations, a Twenty-Five Dollar (\$25.00) fee shall be assessed against a Unit Owner in the event any check or other instrument attributable to or for the benefit of such owner or Owner's property is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Such return check charge shall be due and payable immediately, upon notice thereof, in the same manner as provided for payment of assessments under the Declaration. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.

31. Policies and Procedures for Fines

Notice shall be provided to the applicable Unit Owner as soon as reasonably practicable following discovery by the Board of a violation for which the Board desires to impose a fine. All fine assessments shall be due and payable immediately upon imposition and notice of such fine. The Board may also, at its option, provide a copy of such notice to any non-owner violator. The notice shall describe the nature of the violation.

32. Application of Payments made to the Association

The Association reserves the right to apply any and all payments received on account of any Unit Owner or the Owner's property (hereinafter collectively "Owner"), to payment of any and all legal fees and costs (including attorneys' fee), expenses of enforcement and collection, late fees, return check charges, lien fees, and interest owing or incurred with respect to such Owner pursuant to the Declaration, Bylaws, Rules and Regulations of the Association prior to application of the payment to the special or general assessment due or to become due with respect to such Owner.

33. Enforcement and Attorney's Fees

It is hereby declared to be the intention of the Association to enforce the provisions of the Governing Documents by any and all means available to the Association at law or in equity, and to seek recovery and reimbursement of all attorneys' fees, Association expenses and costs incurred by the Association in connection therewith.

34. Modification, Amendments, Repeal and Re-Enactment

Notwithstanding anything to the contrary contained in these Rules and Regulations, the Association hereby reserves the right, at any time and from time to time hereafter, to modify, amend, repeal and/or re-enact these Rules and Regulations in accordance with the Declaration, Bylaws and applicable law.

35. Miscellaneous

Where an incident involving the TENANT of an OWNER involves damages or a fine, the HOA will look first to the TENANT and then to the OWNER to collect all fines and damages.

The OWNER is liable to provide a copy of this document to all TENANTS.

Acknowledgement of Welcome Guide

By my signature below, I acknowledge that I, and my tenant (if applicable) have received, read, understand, and agree to the Belvedere Tower Condominium Association's Building Protocol and Rules and Regulations.

First and Last Name _____

Unit # _____

Signature _____

Date _____