

**RULES AND REGULATIONS  
OF  
THE 100 EAST MAIN STREET CONDOMINIUMS**

**A. General**

The following are the rules and regulations pertaining to the conduct of persons and the use of Common Elements within The 100 East Main Street Condominiums, which rules and regulations have been duly adopted by the Executive Board of The 100 East Main Street Condominiums Association, pursuant to the Declaration. All words and phrases defined in the Declaration shall have the same meaning when used herein.

1. Common sidewalks, driveways, entrances and passageways shall not be obstructed or used by any Owner for any purpose other than ingress and egress from the Units.
2. No articles shall be placed on or in any of the Common Elements except for those articles of personal property, which are the common property of all of the Owners, as approved by the Association.
3. Except as otherwise provided in the Declaration, no signs shall be placed or permitted within the Project, except those identifying the Project the selection and location of which is reserved to Declarant until sixty-six percent (66%) of the Common Allocations have been conveyed, at which time such authority shall vest in the Executive Board of the Association. Thereafter, all signs must be approved by the Association as provided in the Declaration.
4. Except as may otherwise be provided in the Declaration, no Unit Owner shall perform any kind of work on the exterior building walls or upon the Common Elements. Such work is the responsibility of the Association.
5. Except as may otherwise be approved by the Executive Board or as may be permitted by the Declaration, no Owner, resident or lessee of a Unit shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antenna, machines or air conditioning units be installed on the exterior of the Project or protrude through the walls or the roof of the improvements.
6. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played, musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb Owners, tenants or occupants of other Units.
7. Decks and patios shall be used only for the purposes intended and shall not be used for hanging garments or used for storage of unsightly material or trash or any personal property other than patio furniture, umbrellas and cooking/kitchen facilities. Any and all installations

of fixtures and improvements on decks and patios must first be approved by the Association.

8. An Owner shall maintain strict control of and over any cat or dog owned by such Owner or keep in any Unit or on the Common Elements at all times, and shall be responsible for all damage done by such animal. Any damage to the Common Elements caused by an Owner's animal shall be repaired at the expense of that Unit Owner. All pets must be registered with the Association. All pet Owners shall be responsible for removing pet waste. All pets must be leashed at all times when on the Common Elements.
9. No sweepings, trash, rubbish, rags, papers, ashes or other substances, which may tend to impede the flow of liquid through the sanitary sewer system, shall be deposited in the sanitary sewer system from any Unit.
10. Children shall not be permitted to loiter or play on the stairways, hallways, or entryways, nor in any storage, parking, entry, foyer or maintenance areas.
11. Any damage to the Common Elements or common personal property caused by the Owner or a member of his family, or their respective guests, tenants, licensees, contractors or employees shall be repaired at the expense of that Unit Owner.
12. No Owner and none of such Owner's guests may alter, remove, interfere or impair in any manner any common heating or lighting apparatus or service in or about the Project.
13. The Association may retain a pass key to each Unit, and no Owner shall alter or permit the alteration of any lock or permit the installation of any new lock on any exterior door of such Owner's Unit without the prior written consent of the Association. If such consent is given, the requesting Owner shall forthwith deliver to the Association a key, which opens such altered or new lock. When access to a Unit is required, at least twenty-four (24) hours prior notice shall be provided to the occupants of the Unit, except in the case of an emergency.
14. No Owner or Member shall contract for any plumbing, electrical or mechanical repairs to his or her Unit that impacts the Common Elements or to the Common Elements, or allow any plumber, electrician or other contractor to make any such repairs or alterations to his or her Unit that impacts the Common Elements or the Common Elements, unless such plumber, electrician or contractor has been approved for such work in writing by the Association.
15. The portions of any window coverings or window treatments, which are visible from the exterior of the building, shall have a white or beige backing, or such other color as may be approved by the Association. No reflective material will be allowed on or in the windows.
16. In order to minimize sound transmission between Units, the Owners of any second story Units shall not install or replace any hard surface floor materials including, without limitation, tile, marble, wood or vinyl floor material, in his or her Unit without appropriate

sound transmission mitigation as approved by the Association. Without limiting the Association's discretion in considering any request, the Association may condition its approval of any such installation upon any or all of the following:

- (a) a limitation on the area where hard surface floor covering materials may be installed;
  - (b) a requirement that the Owner provide the Association specifications regarding the floor covering and sound transmission mitigation materials; and
  - (c) in kitchens and bathrooms where hard surface floor materials are deemed permitted, a requirement that the Owner install such sound dampening material underneath the floor material as the Association deems necessary to minimize to the greatest extent possible the transmission of noise associated with such flooring to units below.
17. Storage of any vehicle other than operable, currently licensed automobiles or pickup style trucks, must receive approval from Association. Unlicensed or inoperable vehicles will be towed at Owner's expense.
18. Rules may be added or deleted from time to time, either by action of the Executive Board, or by the Executive Board reacting to recommendation from a committee appointed by the Executive Board, or by vote at an Association meeting.
19. These rules are intended to maintain order, aesthetic appeal and the quiet enjoyment of all Units.
20. Satellite Dish: The following rules shall apply for Satellite Dish installation:
- (1) The satellite dish must be one meter or less in diameter;
  - (2) The satellite dish may only be installed in locations approved by the Association;
  - (3) Owners are specifically prohibited from making physical modifications to the Common Areas and are prohibited from installing any satellite dish on the Common Areas of the premises, including but not limited to, outside walls, roofs, window sills, common balconies or stairways, without the approval of the Association;
  - (4) Owners shall not install any satellite dish in a manner which causes physical or structural damage to the Project, excluding ordinary wear and tear, including but not limited to, holes drilled through exterior walls.
21. Construction activities within the Units have the potential to cause significant disruption to

other Units and their occupants. Therefore, prior to the commencement of any construction activities that could cause noise, vibrations, odors, the use of Common Areas, impacts to Common Areas in connection with connection of utilities, or impacts to any structural components of the building, any Owner proposing such construction activity shall provide notice to the Association, along with a description of the work proposed and a copy of the plans for such work. The Association may impose limits on the dates and times when such work may be performed, unless a Unit Owner receives a variance from the Executive Board on behalf of the Association, for any work that will extend longer than three (3) days and that involves noise, vibrations, odors, or other impacts described above may only be performed between April 20 and June 1 and September 15 and November 20 of each year. Unless an Owner obtains a variance from the Executive Board on behalf of the Association, hours for construction activities that have negative impacts on other Units or the Common Elements described above shall be limited to 8:00 a.m. to 4:30 p.m. An Owner may submit a request for variance from the Executive Board in writing describing the work to be performed, the potential impact to other Units and Owners, the use of the Common Elements and other matter reasonably required by the Executive Board. The request for variance shall also provide a construction schedule and a statement as to why the work cannot be performed during both of the off-season dates described above. Emergency repairs shall not require a variance, even if they do not comply with the guidelines set forth above, provided, however, that the Owner shall use best efforts to minimize negative impacts on other Units and Owners and such work shall still require the approval of the Executive Board on behalf of the Association for use of or impacts on the Common Elements.

## **B. Procedures and Enforcement**

Reasonable procedures, including notice of alleged violations and opportunity to be heard, shall be implemented by the Association for enforcement of the within rules and regulations.

All fees and charges imposed by the Association and all costs incurred by the Association in enforcement of these Rules and Regulations, including but not limited to the cost of any corrective actions, shall constitute assessments enforceable against Owners pursuant to the provisions of the Declaration. For each day any violation continues after notice, it shall be considered a separate violation. The Association shall have the authority to take any remedial action it deems appropriate in the event of a violation of these Rules and Regulations, the Bylaws, the Declaration or the Articles. The foregoing Rules and Regulations are subject to amendment and to the promulgation of further regulations.

No failure by the Association to insist upon the strict performance of any term or provision contained in the Rules and Regulations shall constitute a waiver of any such term or provision unless such waiver is made in writing by the Association. Any waiver of a breach of a term or provision of these Rules and Regulations shall not prevent a subsequent act, which would have originally constituted a violation under these Rules and Regulations, from having the effect of a violation or prevent the Association from exercising all of its rights and remedies under the Declaration, the Bylaws or these Rules and Regulations.

# **The 100 East Main Street Condominiums Association, Inc.**

## **Policy Regarding Collection of Unpaid Assessments**

Adopted \_\_\_\_\_, 20\_\_

The following procedures have been adopted by The 100 East Main Street Condominiums Association, Inc. (the "Association") pursuant to the provisions of C.R.S. §38-33.3-209.5 and C.R.S. §38-33.3-316.3, by unanimous consent with waiver of notice by the Executive Board (the "Board").

**Purpose:** The Board is committed to ensuring that every assessment is timely paid to the Association and to establishing a fair and equitable policy providing that failure to pay in a timely manner shall result in penalties. It is the intent that this policy resolution shall be applicable to all owners of Units (as that term is defined in the Condominium Declaration for The 100 East Main Street Condominiums (the "Declaration")) (referred to herein as "Owner" or "Owners") for the payment of any delinquent amounts owing the Association.

NOW, THEREFORE, BE IT RESOLVED THAT the following policies and procedures are established regarding the collection of assessments:

1. **Due Dates.** The quarterly installments of the annual assessments as determined by the Association and as provided for in the Declaration shall be due and payable on the first day of January, April, July and October of each year. Other assessments or charges shall be due as stated in the notice of such assessments or charges. Assessments or other charges not paid in full to the Association within thirty (30) days of the due date shall be considered past due and delinquent and shall incur late fees and interest as provided below.

2. **Interest.** The Association may impose interest from the date due at the rate of 12% per annum on the amount owed by each Owner who fails to timely pay any assessment within 30 days after the due date.

3. **Late Fees.** The Association may impose a late fee in the amount of \$50.00 each month that all or any portion of any assessment or other charge is past due and delinquent.

4. **Returned Check Charges.** In addition to any and all charges imposed under the Declaration, a \$50.00 fee (or such greater amount as may be charged by the Association's bank) shall be assessed against the Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds.

5. **Application of Payments.** When payments are received, they shall be applied to the Owner's account in the following order: attorneys' fees, fines, late charges, any other amounts (other than annual assessments or special assessments) due to the Association, accrued interest, and any annual assessments or special assessments due to the Association.

6. Payment Plan. Upon request, and provided that the Owner has not previously entered into a Payment Plan (as defined below) with the Association, a delinquent Owner, who is unable to pay Assessments as and when they come due, shall be eligible to enter into a payment plan pursuant to which the amount of delinquent annual assessments or other charges due to the Association shall be paid in six (6) equal installments due on the first (1<sup>st</sup>) day of each month over a period of six (6) months (the "Payment Plan"). The Association shall make a good faith effort to coordinate with the delinquent Owner to enter into the Payment Plan. Payments made pursuant to the Payment Plan shall be in addition to the installments of the annual assessments or other charges due to the Association on the first (1<sup>st</sup>) day of each quarter or other due date following the last due date of the delinquent assessments and charges. If the delinquent Owner fails to timely make any payment pursuant to the Payment Plan or fails to make payment of the annual assessment installments or other charges due to the Association when due within the six (6) month period of the Payment Plan, then the Payment Plan shall automatically terminate, and the Association shall be entitled to refer the delinquent account to the Association's attorney or other entity for collection. A delinquent Owner that does not occupy his, her, or its unit and has acquired the unit through exercise of its rights as a security interest holder shall not be eligible to enter into a Payment Plan with the Association.

7. Collection Process. Failure to pay installments of the annual assessments or other charges due to the Association when due shall result in the following action:

(a) When an installment of the annual assessments or other charges due to the Association remains unpaid more than thirty (30) days after the due date, the Board or its authorized management company (in such capacity the "Managing Agent") may send a written notice of non-payment specifying: (i) the amount past due with an accounting of how such amount was determined and notice of the fact that interest and late charges will accrue; (ii) whether the delinquent Owner is eligible to enter into a Payment Plan and instructions for contacting the Association to enter into a Payment Plan; (iii) the name and contact information for the individual the delinquent Owner may contact to request a copy of such Owner's ledger in order to verify the amount of the past due assessment; (iv) the action required to cure the delinquency and a warning that failure to take such curative action within thirty days may result in the delinquent Owner's account being turned over to the Association's attorney or other entity for collection, a lawsuit being filed against such Owner, the filing of a foreclosure of a lien against such Owner's unit, or other remedies available under Colorado law; (v) the method by which payments may be applied on the delinquent account, and (vi) the legal remedies available to the Association for collection of the Owner's delinquent account. If a judgment or decree is obtained, including without limitation in a foreclosure action, such judgment or decree shall include reasonable attorneys' fees together with the cost of the action and any applicable interest and late fees.

(b) If assessments or other charges remain delinquent more than thirty (30) days after the notice provided in subsection (a) above has been delivered, the Board or the Managing Agent may turn the account over to the Association's attorney or other entity for collection.

8. Certificate of Status of Assessment. The Association shall furnish to an Owner or such Owner's designee upon written request a written statement setting forth the amount of unpaid assessments and other charges currently levied against such Owner's unit. However, if the account

has been turned over to the Association's attorney, such request may be handled through the attorney.

9. Bankruptcies and Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any unit within the Association, the Board or Managing Agent shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.

10. Use of Certified Mail/Regular Mail. In the event the Association shall cause a collection or demand letter or notice to be sent to a delinquent Owner, such letter or notices shall be sent via registered or certified mail.

11. Referral of Delinquent Accounts to Attorneys. Upon referral to the Association's attorney, the attorney shall take all appropriate action to collect the accounts referred. The attorney, in consultation with the Board or the Managing Agent, is authorized to take whatever action is necessary and determined to be in the best interests of the Association, including, but not limited to:

- (a) Filing of a suit against the delinquent Owner for a money judgment;
- (b) Instituting a judicial foreclosure action of the Association's lien;
- (c) Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests; and
- (d) Filing a court action seeking appointment of a receiver.

All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

Upon referral of any matter to the Association's attorney, the Association shall pay the attorney's usual and customary charges as well as any costs incurred by the attorney on the Association's behalf, promptly upon receipt of the monthly invoice from the attorney. All such costs and charges shall be added to the delinquent Owner's account balance and become part of the debt owed by the Owner to the Association.

12. Judicial Foreclosure. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action. Notwithstanding anything to the contrary herein, the Association's lien shall not be eligible for foreclosure unless: (i) the balance of the past due and delinquent assessments secured by the lien equals or exceeds six months of common expense assessments based on a periodic budget adopted by the Association; and (ii) the Board has formally resolved, by a recorded vote, to authorize the filing of a legal action against the delinquent Owner's unit on an individual basis (the "Legal Action Resolution"). The Legal Action Resolution shall not be delegated by the Board.

13. Appointment of a Receiver. The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law. A receiver is a disinterested person, appointed by the court, who manages the rental of the property, collects the rent and disburses the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessments and prevent the waste and deterioration of the property.

14. Waivers. The Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein within the limits of applicable law, as the Association shall determine appropriate under the circumstances. Any such extension or modification shall not be deemed a waiver of any of the Association's rights or remedies.

15. Communication with Owners. All communication with a delinquent Owner shall be handled through the Association's attorney once a matter has been referred to the attorney. Neither the Managing Agent, if any, nor any member of the Board shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.

16. Defenses. Failure of the Association to comply with any provision in this policy shall not be deemed a defense to payment of assessments or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this policy.

THE 100 EAST MAIN STREET  
CONDOMINIUMS ASSOCIATION, INC.

By: \_\_\_\_\_  
\_\_\_\_\_, President

This Policy Regarding Collection of Unpaid Assessments was adopted by the Executive Board on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, effective the same date, by unanimous consent with waiver of notice and it is attested to by the Secretary of The 100 East Main Street Condominiums Association, Inc.

\_\_\_\_\_  
\_\_\_\_\_, Secretary



**THE 100 EAST MAIN STREET CONDOMINIUMS ASSOCIATION, INC.  
ENFORCEMENT AND FINES POLICIES AND PROCEDURES**

The following Enforcement and Fines Policies and Procedures ("Enforcement Procedures") are adopted in accordance with C.R.S. §38-33.3-209.5. The 100 East Main Street Condominiums Association, Inc. (the "Association") will follow these Enforcement Procedures in actions: (1) to enforce the Condominium Declaration for Aspen View, the Bylaws of The 100 East Main Street Condominiums Association, Inc., the Association Rules and Regulations, as such documents may be amended or supplemented from time to time (collectively, the "Association Documents"), or (2) to fine a unit owner for a violation of the Association Documents.

Fair and impartial Fact-finding Process for assessing fines:

1. Notice.

1.1. If, after reasonable investigation, the Association believes that any unit owner or a tenant, guest, contractor, licensee or other occupant of the unit owner is violating or has violated any term, condition, or provision of the Association Documents, the Association will provide such Unit owner written notice of the alleged violation ("Notice"), describing the violation and citing the particular term, condition, or provision of the Association Documents that the Association believes is being violated.

2. Opportunity to Be Heard Before Impartial Decision Maker.

2.1. After Notice is provided in accordance with Section 1 of these Enforcement Procedures, the unit owner shall be provided with an opportunity to be heard by an impartial decision maker.

2.2. Pursuant to C.R.S. §38-33.3-209.5(2)(b)(ii), "impartial decision maker" means a person or group of persons who have the authority to make a decision regarding the enforcement of the Association's covenants, conditions, and restrictions, including its architectural requirements, and the other rules and regulations of the Association and who does not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association.

2.3. For purposes of these Enforcement Procedures, an impartial decision maker shall mean the Executive Board of The 100 East Main Street Condominiums Association, Inc. A Board Member must recuse him or her self from the Fact-finding Process should the Board Member not be an impartial decision maker as defined above. One Board Member may be deemed the impartial decision maker should the other Board Members recuse themselves. In the event all Board Members need recuse themselves, the Board of Managers may appoint an impartial decision maker.

2.4. In no event will this provision be construed to require the Executive Board to conduct an in person hearing or any similar proceeding, but at a minimum will provide the unit owner the opportunity to submit a written explanation along with any other relevant evidence concerning the alleged violation and why they should not be held accountable for the same. The Executive Board, at its discretion, may conduct a hearing or similar proceeding should the Executive Board consider such a proceeding necessary for proper resolution of the alleged violation.

3. Resolution.

3.1. After the unit owner has been afforded an opportunity to be heard, or if the unit owner has not responded to the Notice described in Section 1.1. above within seven (7) days, the Executive Board will determine whether the alleged violation actually occurred and whether the unit owner is the one who should be held responsible for the violation.

3.2. In addition to any other remedy provided by the Association Documents or by law, if it is determined that the unit owner is the one who should be held responsible for the violation, the Executive Board may assess fines for the violation as provided in Section 4 below.

4. Fines for Violation.

4.1. In addition to such other relief provided for in the Association Documents, the Association may fine the Unit owner according to the following schedule:

for a first violation:

- \$50.00 per day

for a second or subsequent violation of the same provision of the Association Documents:

- \$100.00 per day

4.2. Such fines may be assessed and collected in the same manner as regular or special Association assessments in accordance with the Association Documents and may be compounded daily for ongoing violation of the Association Documents.

5. Exclusions.

Notwithstanding any of the above provisions, the following Association actions shall not be subject to these Enforcement Procedures:

(i) Any action by the Association to obtain a temporary restraining order (or equivalent relief) and such other ancillary relief as the court may deem necessary or appropriate to maintain the status quo and preserve the Association's ability to enforce the Association Documents regarding use restrictions;

(ii.) Any action by the Association relating to the collection of dues, assessments, fees, fines, or other charges set forth in the Association Documents; and

(iii.) Any action involving an imminent threat to the peace, health, or safety of the community.

The Board of Managers of The 100 East Main Street Condominiums Association, Inc. adopted the foregoing Enforcement Procedures by unanimous decision on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE 100 EAST MAIN STREET  
CONDOMINIUMS ASSOCIATION, INC.

By: \_\_\_\_\_

This Policy and Procedures Regarding Enforcement and Fines was adopted by the Executive Board on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, effective the same date, by unanimous consent with waiver of notice and it is attested to by the Secretary of The 100 East Main Street Condominiums Association, Inc.

\_\_\_\_\_  
\_\_\_\_\_, Secretary