

Standing Rules and Guidelines

Belden Court Owners Association, Inc.

The following **Standing Rules and Guidelines** will clarify the intention of the Belden Court Owners Association (BCOA) Articles of Incorporation (1988), Declaration of Submission of Property of Horizontal Property Regime for Belden Ct, A Condominium (1988), and Bylaws of Belden Court Owners Association, Inc. It incorporates previous Clarifications of Declaration submitted in 1988,1996,1998, and 2002. These **Standing Rules and Guidelines** will be in effect immediately and can be modified by the Board of Directors per the Declaration (Article X #7) and Bylaws (Article VI #5). They will supersede any prior Rules and Guidelines currently in effect.

Descriptions:

General common elements are the following: Land and improvements such as fences, irrigation, sidewalks around the perimeter and plantings not pertaining to a certain home.

Limited common elements are structural and non-structural elements of each home such as exterior siding, roof, sidewalks and driveways leading to a home, plumbing, mechanical, e.g. air-conditioning units, satellite dishes, foundation landscaping, (i.e. Exterior)

Home is the area from wall to wall and floor to ceiling. (i.e. Interior)

1. **Maintenance:** The Owner shall be solely responsible for the maintenance, replacement and care of the exterior of his/her own unit including, but not limited to the siding, roof and trim. If the unit is part of a duplex, then the two duplex homeowners shall agree on the action to be taken, which shall preserve consistency between the two units. If they are unable to agree, then the Board of Directors shall make the decision for them. No Owner shall make any alteration of or improvement to the limited common elements of a home without prior approval of the Board of Directors. This includes paint, lighting, satellite dishes and antennas. In the event an Owner fails to reasonably maintain or care for his/her property, the Board of Directors may take action to correct the problem after giving notice in writing, allowing reasonable time for the Owner to rectify it. In such an event, the Owner shall be assessed the actual cost of all expenses associated with the action.
2. **Rentals:** No Owner may lease the home to any person or entity.
3. **Signs:** No "For Sale" or other signs are permitted without the Board of Directors approval.
4. **Structures:** No structures can be erected on the common areas.

5. **Use:** Homes are to be used only for single family dwelling purposes and other common living arrangements as approved by the Board of Directors. No activity is allowed which would interfere with the proper use of the property by our owners. (e.g. Leaving vehicles in the drive or limited common area for a long period of time or parking in a way in the limited common area that takes up two spaces.)
6. **Insurance:** Each Owner must carry homeowner's insurance and furnish a "Certificate of Insurance" coverage naming the Belden Court Owners Association, Inc. as an "additional insured" in their policy. This Certificate must be provided to the Treasurer each time (normally annually) that the policy is renewed to verify that such insurance coverage is always "current". Each certificate must also include a "cross liability" clause or other assurance that there is sufficient "Personal Liability" and/or "Umbrella coverage" to cover damages to adjacent property should such an event occur.
7. **Overdue Bills:** Any bill due by an Owner either for a regular monthly assessment or a special assessment that is not paid within 30 days after due date, shall bear interest at 12 per cent per annum from the due date. The due date for monthly assessments is on the 1st day of the month and the due date on special assessments is as of the date of the notice unless otherwise specified for the special assessment.
8. **Pets:** Each unit will be limited to two (four-legged) pets. No exotic pets are allowed. Dogs, cats and other pets should not be allowed to run unattended, i.e. should be under direct control of owner or attendant (leash/voice command). All fecal waste material should be picked up and disposed of. No confinement devices such as cages, invisible fences and/or stakes to which leashes could be fastened for the purpose of animal/pet control shall be permitted. No pet shall cause a nuisance such as barking or biting.
9. **Mailboxes:** All replacement mailboxes will conform to the Classic 1 mailbox and post by the Solar Group.
10. **Storage of Personal Property:** No property, including but not limited to automobiles or other vehicles, machinery, campers, boats, trailers, household items, toys, and ladders shall be stored on any part of the Association general and limited common property. Such storage shall be deemed an annoyance or nuisance to others. This rule does not prohibit the storage of otherwise permissible items in the Owner's garage or home. It also does not prohibit the use and maintenance of outdoor furniture, a grill or the storing of a hose or other garden equipment hidden by a fence, bush or under a porch.
11. **Plantings and Improvements:** The words "home" and "property" shall refer not only to a unit or structure but shall also include all the land adjacent to and reasonably attributed to a unit or structure. This shall include front, side and back yards. The words "plantings" and "improvements" shall include all such presently in existence or hereafter in existence. The terms "plantings" and "improvements", except as otherwise noted, shall apply to bushes, shrubs, trees, other plants or things that decorate or support the property, such as lighting, edgings and rock areas. The Association has final authority as to all plantings and improvements on both the general and common

elements of the Association property. Each Owner shall be solely responsible for the replacement, maintenance, expense, and care of all plantings and improvements, except trees, located on his/her property, regardless of who planted or placed the same thereon. Such replacement, maintenance, care and new plantings, if any, shall be done in keeping with the general décor of the other condo properties. The Association shall be solely responsible and pay for the planting, trimming, replacement, maintenance, expense and care of trees. However, an Owner may, at his/her own expense, trim or otherwise replace, maintain, and care for trees on his/her property if such is done in keeping with the general décor of the other condo properties. However, no new plantings of trees of a different species or in a different location shall be done without the Board of Directors approval. Vegetable gardens are prohibited.

12. **Water & Irrigation System:** Each unit has a dual water supply. One for the Association and one for the Owner. Each unit has a backflow device (RPZ). The City of Cedar Rapids requires a pressure reading from the Irrigation Contractor. The records are turned in to the city each spring and fall at startup and shutdown. The Irrigation Contractor will inform each Owner in the fall to shut off the irrigation water. This can be done by locating the shut-off valve on the irrigation line that is just inside the wall. They will then remove the RPZ device and set it on the Owner's porch for winter storage. The Owner must store the RPZ in a warm place. In the spring, the Irrigation Contractor will inform each Owner to turn the water back on from the inside. Prior to the Owner's doing this, the Irrigation Contractor will come around and ensure the outside water valve is "OFF". The Owner must set the RPZ device on the front porch, enabling the Irrigation Contractor to setup the irrigation system for the season. Each Owner is responsible for shutting off irrigation water from the inside in the fall and turning on irrigation water in the spring. This includes all irrigation and other water lines. The Owner must remove all garden hoses, shut off the water from the inside, open the outside faucet and drain the line. Failure to drain the pipe may cause the pipe to freeze and possibly break. Any breakage will be at the Owner's expense. The Owner will not be reimbursed for this by the Association. Note: Schultz FYG is the current Irrigation Contractor.

Approved by the Belden Ct Owners Association October 28, 2019

Bill Moss, President

Forrest Voss, Vice President

Jan McGinn, Treasurer

Marcia Whiteford, Secretary