

**Shadow Ridge Cluster Homes Homeowners Association INC.**  
**Rules and Regulations**  
Rifle, Colorado 81650

1. The current Association Manager is:

**Cheryl&Co Community Association Management**  
**120 W 5<sup>th</sup> St**  
**Rifle CO 81650**  
**970-625-4447**  
[hoamgmtcherylco@gmail.com](mailto:hoamgmtcherylco@gmail.com)

Pursuant to the Declaration of Covenants and Bylaws of the Shadow Ridge Cluster Homes Homeowners Association INC. (“Association”) or “Complex” herein), the Board of Directors (“Board” herein) has adopted the following Rules and Regulations (“Rules” herein) to govern the use and enjoyment of the Shadow Ridge Cluster Homes Homeowners Association INC. Homes (“units” herein) The “Complex” also refers to all units plus the general and limited common elements, and “common areas” refer to all areas outside of the lots. An “owner” or “unit owner” refers to the owner of any unit within the Complex, and “unit” or “cluster home” refers to any unit within the Complex. All owners agreed to comply with the standard of living experience, consistent with the surrounding community, within the Complex. All owners agreed to comply with the Rules adopted by the Board (together with the provisions of the Declaration of Covenants and the bylaws of the Complex) as a condition of purchase of their unit. All persons, vehicles, and pets associated with an owner shall be the responsibility of that owner, and that owner shall be the recipient of all warnings and fines imposed for any non-compliance with these Rules by those persons, vehicles, and pets.

- a. All owners are required to sign and return this document within 10 days and all owners who lease their unit must ensure that the Tenant(s) sign a copy of the Rules and Regulations, which shall become a part of their Lease. AS AN ADDENDUM TO THE LEASE, ANY VIOLATION OF THE RULES AND REGULATIONS LISTED HEREIN MAY BE CAUSE FOR TERMINATION OF THEIR LEASE, AT THE OWNER/AGENT'S OPTION. A copy of the Shadow Ridge Cluster Homes Homeowners Association INC. Rules and Regulations, signed by the Tenant(s), must be delivered to the Association Manager within ten days of the lease date.
- b. This addendum is hereby made part of a certain rental agreement, dated \_\_\_\_\_ between \_\_\_\_\_ Owner/Agent and \_\_\_\_\_, Tenant(s) for occupancy at the address known as \_\_\_\_\_. WHEREBY, ABOVE SAID OWNER/TENANT(S) AGREE TO ABIDE BY THE FOLLOWING RULES AND REGULATIONS.

Also, the owners and occupants of all the units are requested to be alert to the condition of the Complex within their view, and to the activities existing nearby, and to alert the Association of any problems observed. The identity of any person contacting the association in this regard shall be kept confidential unless otherwise approved by said person. Please call the community association manager, the Association President, or any Director of the Board. **ALL PERSONS AT THE COMPLEX SHALL ABIDE BY, AND BENEFIT FROM, THE FOLLOWING:**

2. **Use and Occupancy:**

- a. All units shall be used for dwelling purposes only. Persons at the complex shall not cause disturbances objectionable to the residents and shall not deny the residents reasonable use of the Complex.
  - b. Occupancy of a unit shall be limited to two (2) adults or two (2) children per bedroom
  - c. A Homeowner is responsible to notify the Association when the unit is placed on the market for sale, as well as when the unit is under contract for sale.
  - d. Open burn is prohibited, except responsible use only of any self-enclosed barbeque pit.
  - e. Nothing unlawful pursuant to State and Federal regulations can be done or kept on Association property.
  - f. No nuisance, noise, disturbance inside or outside of the units is allowed at any time. Without limiting the generality of any of the foregoing provisions, no exterior loud speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Association. All radios, stereos and television sets to be used at a low volume, so as not to disturb the peace of their neighbors. Owners/Tenants are responsible for and should control themselves and their guests so as not to create a disturbance.
  - g. The following items may not be stored anywhere on Association exterior property or be placed in or near the trash dumpster: appliances, furniture, tires, batteries, automotive fluids, hazardous waste, explosives, gasoline, paint or other volatile or flammable materials, liquids or devices. Such items must be taken directly to a proper disposal site (dump, recycling or salvage center) by the resident.
  - h. Children must be directly supervised by an adult at all times while on Association common property. Owner/Tenant(s) shall monitor their children and their children's activities and are responsible for any destruction of Association property and/or extra maintenance caused because of the activities of either their children or the children of their guests.
  - i. Recreational activities are not allowed in Association over flow parking areas or front steps. This includes, but is not limited to, skateboarding, rollerblading and bicycling.
  - j. NO VEHICLES ALLOWED ON THE ASSOCIATION LANDSCAPED AREAS.
  - k. All porch and patio areas must be kept neat and visually appealing at all times. Porch and patio areas are not to be used for storage of any kind. Decks shall not be used to store or accumulate trash.
- 3. Unit Exterior**
- a. The cost of repairing the damage to the common or limited common elements caused by negligence or carelessness, including oil stains from vehicles and contamination from pets, caused by the owner, tenants, children or invitees of a unit shall be the responsibility of that unit's owner, and shall be reimbursed to the Association if the Association repairs the damage.
  - b. Nothing may be altered, attached, repaired or changed to the exterior portions of units or Association property, including satellite dishes, radio, television or computer antennae, window fans or AC coolers without written consent of the Board. The Board must approve anything attached to the exterior of the buildings in writing prior to placement.
  - c. No signage of any kind, other than reasonable sized For Sale/For Rent signs, may be posted on the premises, unless specific written approval of the Board.
  - d. No storage, waste or obstruction is allowed on Association common property, including, but not limited to, toys, bicycles, bulk materials and personal items of any kind. Any such items left unattended on Association property may be deemed without value and may be disposed of at the Board's option, without any liability to Association.
  - e. No large items shall be hung out, exposed, or permanently affixed to the side of the buildings that are in the direct line of vision to other units or to the general public (with the exception of flower pots, hanging flower pots, patio furniture, chairs, barbeque grills and other general gardening/landscaping type materials).
  - f. Only proper window coverings, *i.e.*, curtains, blinds, shades are allowed. Screens must be in place and in good repair at all times.

- g. Seasonal ornaments in or on windows or doors will be permitted.
  - h. No maintenance, servicing, repairing, dismantling oil changing of any type of vehicle, boat, machine, or any other device may be performed on any perimeter parking area or common street for more than 24 hours and must be cleaned up. No oil spillage is permitted.
  - i. Bicycles and toys must be stored in backyards or inside units. Storage of bicycles and toys are not allowed in the common or parking areas.
  - j. Nothing shall be stored on fences. No clothes lines or laundry shall be hung outside any building.
  - k. All exterior maintenance on units will be the responsibility of each individual unit owner. No peeling paint, missing stain, or damaged siding will be permitted. All windows will be functional with no damages, no blocking of windows will be permitted. All yard fences will be kept in good condition by unit owner, no damaged fence pickets, all fences will be structurally sound, all paint/stain on fences will be maintained and cared for by unit owner. Repairs will be made at owner's expense.
  - l. Each individual unit owner will maintain good curb appeal, as deemed acceptable by Management or the Board of Directors. All backyards and front porches will be kept clear of storage and tidy.
4. **Insurance:**
- a. All owners and renters are required to carry liability insurance. Owners are responsible for obtaining insurance on any improvements to the exterior of the building.
  - b. Nothing shall be done or stored within the complex that might result in an increase or cancellation in the premiums for insurance obtained for any portion of the Complex.
  - c. Fireworks of any kind are prohibited year-round.
  - d. Open burning is prohibited, except responsible use only of a properly designed gas grill located a safe distance from walls and furniture is permitted.
5. **Parking:**
- Only currently licensed and operable automobiles, SUV's, Pick-Up trucks and vans not exceeding one (1) ton in size shall be parked at any unit or on the common areas.
- a. Owners and Occupants will only be permitted to park three vehicles per household on Association Property.
  - b. There are no designated Guest Parking Spaces. Open and Unassigned spaces are on a first come, first serve basis and will be limited to 12 Hour Parking only.
  - c. No boats, campers, trailers, disabled vehicles, unlicensed vehicles, motor homes, or any other vehicle or equipment may be parked on the premises.
  - d. Illegally parked vehicles may be towed. The Board reserves the right to require parking permits for parking in the Association parking areas.
  - e. Parking Violations will receive one written warning for the first violation, and then a fine of \$25.00 for the second violation. The third violation will result in a fine of \$50.00. The fines renew daily. These notices can be in the form of letter sent to the owner or repeated violations posted on a specific vehicle, if the owner of the vehicle cannot be determined the vehicle with multiple infractions may be towed at the vehicle owners expense. **The fines are to the owner, not tenant and may result in the towing of vehicles.**
  - f. Visitors parking in the Association common parking must be on site.
  - g. Abandoned, unlicensed, license expired, or inoperable vehicle will be towed at the owner's expense.
6. **Garbage/Trash**
- a. All garbage must be placed inside the trash dumpster or appropriate recycle container with the lid fully closed.
  - b. All trash must be secured and cannot be allowed to blow through the neighborhood.
  - c. Cigarette butts must be disposed of properly. They must be extinguished within and placed in a fire proof container. At no time shall any cigarette be thrown or dropped onto,

be placed on, or be left anywhere directly on the general or limited common elements or areas.

- d. Owners/Tenant(s) agree to assist in the cleanliness and desirability of all walkways, greenbelts, parking lots and other common areas of the Association.

#### **7. Landscaping**

- a. Any owner wanting to alter landscaping anywhere on Association property (add, remove, alter or replace plant materials outside of their fence) must first submit a proposal, including a scale drawing for the Board's review.
- b. The Board must approve the location, size, specifications, etc., in writing prior to start of installation.
- c. The owner applying must have obtained the written permission of the unit(s) most directly affected by the proposed change. Written permission of the neighbor(s) must be given to the Board prior to start of any work.
- d. The Board may have a say in the maintenance requirements placed on the individual owners for said installations.
- e. No climbing is allowed on trees on Association property.
- f. Each owner is responsible for maintaining their backyard and surrounding Common Elements areas in a clean, neat, attractive, and sanitary condition, free of debris, weeds, cigarette butts, mud and other refuse, including animal waste.
- g. No persons are allowed near Association common property where landscape or any other property maintenance is under way.

#### **8. Lease Requirements**

- a. Any rental agreement shall be in writing and shall provide that the agreement is subject to the terms of the Declaration of Covenants and Bylaws of the Association and these Rules and Regulations. At the signing of the agreement the unit-owner shall provide a complete and current copy of these Rules to the tenant.
- b. Any failure to comply with the terms of the Declaration, Bylaws, these Rules and Regulations, or any governing document of this Association shall be a material default under the rental agreement, enforceable by the Association.
- c. At the signing of a rental agreement each owner shall be individually responsible to send to the Association the Unit #, the rental period of the rental agreement signed, and for each tenant and occupant: full name, phone number, vehicle license plate number, color, make and model of vehicle and pet information.

#### **9. Pets**

These Pet Rules are in place to promote a healthy environment with the Complex, and to encourage pet management.

- a. The Unit-Owner is responsible to the Association for providing accurate and timely information about the pets residing in and visiting his/her unit, and for any warning and fines assessed to his/her unit for pet violations. The owner of the unit where a pet is kept, as well as the legal owner of the pet (if not such owner) shall be jointly and severally liable for any and all damage and destructions caused by the pet, including to trees and shrubs, and for any clean-up of streets, sidewalks, common areas or other lots necessitated by such pet.
- b. All dogs on the Complex must be under strict control at all times and under supervision of responsible person and must be leashed at all times when outside the unit and not enclosed by a fence.
- c. Dogs enclosed within a fence must have their excrement removed immediately. Animal waste shall not be permitted to accumulate.
- d. Unidentified animals at large on the Complex may be removed by government animal control by the Association. Any animal, which in the concurring opinion of at least 3

Directors, causes a repeated nuisance after multiple fines or has injured or continues to threaten anyone in the Complex may be removed permanently upon 24 hours' notice to the unit owner.

- e. Pets waste on common area shall be removed and properly disposed of immediately.

**10. Snow Removal**

- a. Unit owners are required to remove snow and to sand their own stoops and landings to their own satisfaction for safety during winter months, and are required to sweep up the same sand to their satisfaction in a manner consistent with these Rules and Regulations in the spring, or earlier. Sand may not be swept onto the common areas.

**11. Fines**

- a. One written warning will be issued by the Association for the first violation of any of the above rules and regulations. A \$25.00 FINE will be assessed for the second violation. A \$50.00 FINE will be assessed for each subsequent violation. Exception is made for specially posted fines. Violations continuing a day after the previous notice is served or delivered may be subject to a new fine. Owners are liable for all fines.
- b. Any damage or destruction to Association property (buildings, mechanical or electrical, or irrigation system, grounds, etc.) caused by occupants and/or their children or guests shall be cause for maximum fines and/or legal action to recover any and all expenses, including legal fees, incurred by Association as a result of such damage or destruction.
- c. Owners are responsible to Association for their tenants, their guests, and for their tenant's guests. Owners are responsible for fines levied by Association for damages to Association property and/or any legal fees incurred by Association as a result of the actions of their tenants, their guests, and/or their tenant's guests.
- d. All fines levied by the Association shall be due and payable to the Association within ten (10) days.

All owners are bound by these Rules and Regulations pursuant to the Association Declarations and Bylaws. For leased units, Owners are required to add these Rules and Regulations as an addendum to any tenant leases within the complex. Owners are responsible for providing a copy of these Rules and Regulations to their tenants, and for providing an owner/tenant signed copy to Association management.

UNIT ADDRESS	UNIT NUMBER
OWNER	DATE
OWNER	DATE

Unit #	Phone #	Date	Tenant/Owner
Unit #	Phone #	Date	Tenant/Owner

Vehicle make/model: \_\_\_\_\_ Color: \_\_\_\_\_ Plate#: \_\_\_\_\_

Vehicle make/model: \_\_\_\_\_ Color: \_\_\_\_\_ Plate#: \_\_\_\_\_

Occupants Names: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Owner email for notices, information and updates: \_\_\_\_\_

Tenant email for notices, information and updates: \_\_\_\_\_