

**Rules and Regulations of**  
**Saddlebrooke at Rock Creek Homeowners Association, Inc.**

**Revised 12/2023**

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## **INTRODUCTION**

The following Rules and Regulations were adopted by the Board of Directors of Saddlebrooke at Rock Creek Homeowners Association, Inc. as specifically authorized in Articles 8 and 9 of the Declarations and Paragraphs 4.10, 7.1(b) and 7.2 of the Bylaws and may be added to, amended, or repealed at any time by the Board within the limitations set forth below. They are designed to help accomplish three purposes: 1) to protect the integrity and condition of the entire condominium community and thereby protect each Owner's investment, 2) to provide a safe and pleasant living environment for all owners and tenants and 3) to supplement and clarify the Condominium Declaration of Saddlebrooke at Rock Creek.

Under the terms of the Declarations, Bylaws, and these Rules and Regulations, owners shall be held responsible for the actions of their household members, employees, guests, agents, and tenants. The Executive Board welcomes suggestions from all Owners as to changes or additions to these Rules and Regulations.

Note that rules which are quoted directly from the Declarations are shown in italics with paragraph references in parentheses. These rules may not be deleted or changed by the Executive Board, but only through amending the Declarations. These are restated here as a service to Owners bringing substantially all Association policies, rules, and regulations together into this one document. In addition, several documents setting forth additional policies and procedures of the Association and adopted by the Board of Directors have been attached. These additional policies and procedures may act to supplement or modify the Rules and Regulations set forth below so they shall be considered adopted as part of these Rules. The Parking Policy, Collection Policy and Procedure, Covenant and Rule Enforcement Policy and Procedure and the Dispute Resolution Policies and Procedures have been added to the end of these Rules and Regulations. There follows a list of additional attached documents which shall be incorporated herein by this reference:

Parking Policy  
Collection Policy  
Covenant and Rule Enforcement Policy  
Dispute Resolution Policy



## **GENERAL USE RESTRICTIONS**

**1. Compliance.** *Each Owner of a Unit shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of the Governing Documents and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants or Occupants, as a result of such person's violation of the Governing Documents, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants. (8)*

### **2. Use of Units**

**(a) Residential /Business Use.** *Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Condominium, except that the Owner or Occupant residing in a Unit may conduct ancillary business activities within the Unit so long as:*

*(i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Unit;*

*(ii) the business activity does not involve visitation of the Unit by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential Unit without business activity;*

*(iii) the business activity is legal and conforms to all zoning requirements for the Condominium;*

*(iv) the business activity does not increase traffic in the Condominium in excess of what would normally be expected for residential Units in the Condominium without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);*

*(v) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;*

*(vi) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as determined in the Board's discretion; and*

*(vii) the business activity does not result in a materially greater use of Common Element facilities or Association services.*

*The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether:*



(i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

**(b) Occupancy.**

(i) if an Owner of a Unit is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the Unit. The designated person(s) to occupy the Unit may not be changed more frequently than once every six months without the express written consent of the Board as determined in the Board's sole discretion.

(ii) Each Unit shall be occupied only by a single family, its servants, lessees, and guests, and only as a residence, and for no other purpose. "Single family," for the purpose of this Declaration, shall be defined as an individual or two or more persons related by blood, marriage or adoption, or a group of unrelated persons living as a single housekeeping unit or pursuant to the Codes of Boulder County. No Unit shall be occupied by more persons than the Unit was designed to safely accommodate. For purposes of this subsection, each Unit is deemed to have been designed to safely accommodate two persons per bedroom, as such bedrooms were originally designed. (8.1)

The Town of Superior Code requires that there may be no more than three unrelated persons living in any Unit at Saddlebrooke. This restriction shall therefore be an additional limitation on occupancy since all Units in Saddlebrooke are bound by the Town Code.

**3. Use of Common Elements.** There shall be no obstruction of the Common Elements, nor shall anything be kept, parked, or stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements.

With prior written Board approval, and subject to any restrictions imposed by the Board, Owner(s) and/or Occupant(s) may reserve the clubhouse for use for a period of time as set by the Board. Any such Owner(s) and/or Occupant(s) who reserve the clubhouse as provided herein shall assume, on behalf of himself/herself/themselves and his/her/their Occupants, guests and family, all risks associated with the use of the clubhouse and all liability for any damages or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees. (8.2)

- **4. Use of Limited Common Elements.** Except as otherwise provided herein, the use of the Limited Common Elements assigned to the Units is restricted exclusively to the Owners of the Unit to which such Limited Common Elements are assigned, and said Owner's Occupants, guests, family members and invitees. The Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements. Objects over 42 inches in height, laundry garments and objects other than potted plants and patio furniture, except as may be authorized by the Board, shall not be placed on a patio, porch, balcony or deck. Objects shall not be permitted to hang over or be attached to any wall or railing enclosing a patio, porch, balcony or deck

*or otherwise protrude outside the vertical plane formed by the exterior surface of the wall or railing  
Penetration of the surface of the patio or porch is prohibited. (8.3)*

Live non-fruiting plants and foliage may be kept on decks and patios provided that care is taken to prevent any water or debris from falling onto decks and patios below. Any such falling water or debris shall be considered a violation of these rules and enforcement may include removal of the plants from the Owner's deck.

**5. Prohibition of Damage, Nuisance and Noise.** *Without the prior written consent of the Board of Directors, nothing shall be done or kept on the Condominium, or any part thereof, that would increase the rate of insurance on the Condominium or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.*

*The Units in the Condominium are built in close proximity to one another, resulting in the sharing of common walls, floors and ceilings. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, an Owner or Occupant shall not conduct activities within a Unit or use a Unit in a manner that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and Occupant.*

*Furthermore, noxious, destructive, offensive or unsanitary activity shall not be carried on upon the Condominium. No Owner or Occupant may use or allow the use of the Unit or any portion of the Condominium at any time, in any way, which may endanger the health or property of other Occupants, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Occupants, or, in the Board's discretion, constitute a nuisance. The intention of this provision is to grant the Association and aggrieved Owners and Occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Condominium. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:*

*(a) any fighting, screaming, shouting, excessively loud talking, whistling, or playing of music or television, raucous behavior or insobriety either outside of a Unit at any time or within a Unit if such conduct can be heard in the normal course of activities in any other Unit(s);*

*(b) the use of any alarm, equipment, or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations either outside of a Unit at any time or within a Unit if such sounds can be heard or vibrations felt in the normal course of activities in any other Unit(s);*

*(c) any threatening or intimidating conduct towards any resident, guest or pet at the Condominium;*

*(d) any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property at the Condominium or which creates any threat to health or safety of any other resident or pet;*

*(e) any excessively loud play activities either outside of a Unit at any time or within a Unit if such conduct can be heard in the normal course of activities in any other Unit(s);*



*(f) any conduct which creates any noxious or offensive odor either outside of a Unit at any time or within a Unit if such odors can be detected in the normal course of activities in any other Unit(s);*

*(g) any incessant or excessive pet noises, including dog barking and pet odors if such noise can be heard or odors smelled in the normal course of activities in any other Unit(s);*

*(h) throwing anything off balconies, including, but not limited to cigarette butts and bottles, or vomiting from balconies on the Common Elements;*

*(i) any construction or similar activities in a Unit that can be heard in other Units between the hours as established by Board in the rules and regulations; or*

*(j) Any similar action or activity outside of a Unit on the Condominium, or which occurs inside a Unit but which interferes with the peaceful use and enjoyment of other Units or the Common Elements by any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.*

*However, nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a violator hereof for relief from interference with his or her property or personal rights, and the Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their personal property rights before the Association intervenes and commences enforcement action hereunder. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or Occupant against the Association for failure to enforce the provisions hereof if the aggrieved Owner or Occupant has not personally pursued all available remedies against the violator for redress provided under Colorado law.*

*No Unit Owner or Occupant may use or allow the use of the Unit or the Common Elements in any manner which creates noise between the hours of 10:00 p.m. and 7:30 a.m. which can be heard by persons in another Unit that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.*

*No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the Board's reasonable opinion, would jeopardize the soundness or safety of the Condominium or any structure thereon, would reduce the value thereof, or would impair any easement or other interest in the Condominium, without prior written consent of all Association members and their Mortgagees.*

*No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or any Occupant, guest or invitee of any Owner. Each Owner and Occupant shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner or Occupant, or the Owner's or Occupant's guest or invitee. (8.4)*

*The prohibition against disturbing noises includes, but is not limited to, vacuum cleaners, washing machines, musical instruments, radios, televisions, or other noise-producing devices that are played in such a manner as to disturb residents of a neighboring unit. Quiet hours are 10:00 PM. to 7:30 AM. During these hours all residents must avoid loud noises which can be heard in neighboring homes. Power tools may not be used between 10:00 P. M. and 7:30 A.M.*



**6. Pets.** *Not more than two generally recognized household pets may be kept in a Unit (e.g., two dogs, two cats, or one dog and one cat). No pot-bellied pigs, venomous snakes, or other animals determined in the Board's sole discretion to be dangerous animals may be brought into or kept in a Unit or any other portion of the Condominium at any time. The Board of Directors may adopt rules and regulations defining generally recognized household pets and dangerous animals.*

*No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Elements. Feces left by pets upon the Common Elements, Limited Common Elements, in Units or in Parking Units, including the pet owner's Unit, must be removed promptly by the owner of the pet or the person responsible for the pet. All required tags for pets must be maintained and current.*

*The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon ten days written notice. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or Occupant to do so.*

*Any Owner or Occupant who keeps or maintains any pet upon the Condominium shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. (8.5)*

*Vicious, threatening, and habitually barking, howling or yelping dogs shall be deemed a nuisance and prohibited. Owners will be held responsible for any offensive or prolonged noises created by their pets. No animals shall be allowed to remain tied or chained to any balconies, patios or other exterior parts of the Community, and any such animals so tied or chained may be removed by the Board or its agents. Cats must remain inside units unless they are leashed, and are not allowed to roam free on the common areas.*

*All dog waste bags must be disposed of in the provided receptacles or in the Resident's personal trash.*

*The Owner of any animal and the Owner of any Unit where the animal is visiting or staying shall be jointly and severally personally liable and responsible for all actions of such animal and any damage or violation of this Declaration caused by such animal.*

*The right to keep animals as household pets shall be coupled with the responsibility to pay for any damage caused by such animals, and any damages and any costs incurred by the Association in connection with the enforcement of the Association's rights shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments as provided in this Declaration.*

*The Association is specifically empowered to impound any dog, cat or other animal running at large within the Property. Upon impoundment, the owner of the dog, cat or other animal, if known, shall be notified and the animal shall be taken to the nearest facility which accepts impounded dogs, cats or other animals. It is the duty of the owner of such dog, cat or other animal to recover the animal from such facility and if the animal is not recovered by the owner in accordance with the rules and regulations of such facility, the facility may destroy the animal without liability.*



Nothing in these Rules and Regulations shall prohibit or limit the use of qualified service animals as permitted or required under federal, state, or local law, including but not limited to the "Americans With Disabilities Act," or the "Fair Housing Amendments Act." (7.4G)

The Board shall have the right and authority to determine in its sole discretion that household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance, or that an Owner is otherwise in violation of the provisions of this Section. The Board shall take such action or actions as it deems reasonable and necessary to correct the violation to include, after notice and an opportunity for a hearing, directing permanent removal of the pet or pets from the Community.

**7. Parking.** *Each Unit shall have one garage that is part of the Unit and some Owners may also have one or more Parking Units. No Owner or Occupant may keep or bring onto the Condominium more vehicles than they have space for in their garage, Parking Units, if any and the concrete driveway adjacent to their Unit. For purposes of this Section, a garage shall be deemed to have space for the number of vehicles for which it was designed, whether or not the garage is used for parking. Vehicles that are longer than the driveway may not be parked in the driveway. In the case of shared driveways, each Unit shall be entitled to an equal share of the driveway area and no Owner or Occupant of a Unit may block another Owner's or Occupant's vehicle from using the shared driveway. Owners and Occupants may not park in guest parking spaces. The Board of Directors may adopt rules and regulations regarding additional prohibited vehicles or practices.*

*Boats, trailers, jet-skis and trailers for same, camper house trailers, self-contained motorized recreational vehicles, panel trucks, buses, pick-up trucks larger than 3/4 ton load capacity, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles), recreational vehicles (RV's and motor homes) are prohibited on the property. Emergency vehicles, as defined in the Act, shall be permitted on the Condominium. Permitted trucks with ladders, equipment and/or tools must be maintained in a neat condition with ladders properly secured, and equipment and tools covered and/or enclosed. Notwithstanding the above, otherwise prohibited vehicles shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements; provided, however, no such vehicle shall remain on the Common Elements or in a Parking Unit overnight or for any other purpose unless prior written consent of the Board is first obtained.*

*No unlicensed vehicles may be parked on the Common Elements or in a Parking Unit. No abandoned or inoperable passenger cars or other vehicles of any kind shall be stored or parked on the Common Elements or in a Parking Unit. An "abandoned or inoperable vehicle" shall be defined as any vehicle, which for a period of two days or longer, does not have a current license plate and validation sticker lawfully affixed thereto or that is apparently inoperable due to being wrecked, dismantled, or partially dismantled or having essential parts missing. Junk vehicles are also prohibited on the Common Elements and in Parking Units. A "junk vehicle" shall be defined as an inoperable vehicle, a vehicle with broken out windows, a vehicle with graffiti, or other similar conditions as determined by the Board.*

*If any vehicle is parked on any portion of the Condominium in violation of this Section or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after 24 hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If 24 hours after such notice is placed on the vehicle the violation continues or thereafter occurs*



*again within six months of such notice, the Board or agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the vehicle owner or user.*

*If a vehicle located on the Condominium property is blocking another vehicle or access to another Owner's Parking Unit or garage, is obstructing the flow of traffic, is parked on any grassy area, is parked in a Parking Unit of another Owner, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately in accordance with the governmental regulations. If a vehicle is towed or booted in accordance with this Section, neither the Association nor any director, officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.*  
(8.6)

Any damage to the driveways, parking spaces or roadways caused by vehicles parked on the property, including oil or fluid leaks, shall be the responsibility of the owner of the unit where the vehicle's owner is either living or visiting. Either the unit owner shall clean up or repair the problem, or the Association shall do so and charge the cost to the unit owner. In addition, continuing problems with such leaks or damage shall be considered a violation of these rules and shall be subject to warning or fines as with all other violations.

**8. Use of Vehicles.** Speeding, reckless and careless driving is prohibited on the property and violations, are subject to enforcement under these Rules and Regulations and shall also be reported to the Sheriff's Department. The Association shall have no liability for damage to Resident's vehicles if Resident is shown to be moving through the property gates faster than the posted speed limit or attempting to pass through the gate behind another car or cars without waiting for a full cycle of the gates. Any damage to the gates or gate supports caused by this behavior by Owners or Tenants will be charged back to the Unit Owner.

**9. Vehicle Maintenance.** No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicle, trailer or boat, may be performed or conducted within the Common Interest Community except within a fully enclosed Garage. This includes specifically changing oil or other engine fluids. The foregoing restriction shall not prohibit washing and polishing of any motor vehicle, motor-driven cycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing.

**10. Heating of Units in Colder Months.** *To prevent breakage of water pipes during colder months of the year resulting in damage to the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of 55° Fahrenheit (except during power failures or periods when heating equipment is being repaired) whenever the temperature is forecasted to or does reach 32° Fahrenheit or below. Owners and Occupants of Units shall take all reasonable steps on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. At any time during the months specified above when the heating equipment is not working properly, the Owner or Occupant shall immediately inform the Association of this failure of the equipment and of the time needed to repair the equipment. The Board may fine any Owner up to \$500.00 in addition to any other remedies of the Association for violation of this Section.* (8.7)



Residents must also be careful to leave the fan switch located high on the bathroom wall turned on at all times and to turn on the wall heater in the hot water heater closet in the wintertime. Any damage caused by failure to do so shall be the Owner's responsibility and the Owner may be fined as set forth in the previous paragraph.

Owners and Tenants must pay special attention when leaving on vacation, when a unit is recently vacated and the utilities may be shut off, or when the unit is sitting vacant, that the heat remains on. In all of these circumstances, the Owner shall be held liable for all damages to other units or to the building itself caused by frozen pipes and resulting floods. Experience has shown that these costs may be quite substantial and will not be covered by the Association's insurance.

**11. Signs.** *Except as may be provided for herein or as may be required by state law or legal proceedings, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board or its designee, except as follows (a) one professional security sign not to exceed six inches by six inches in size may be displayed from within a Unit window or sliding glass door; (b) one professionally lettered "For Rent" or "For Sale" sign not to exceed two feet by two feet in size may be displayed from within a Unit being offered for sale or for lease; and (c) political signs as permitted by Colorado law. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association. (8.8)*

✶ **12. Rubbish, Trash, and Recycling.** *All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise except in appropriate sealed garbage bags that may be placed at the curb on the day of trash pick-up, unless otherwise provided in the rules and regulations regarding rubbish, trash and garbage. (8.9)*

Trash days are currently Mondays and Thursdays. Recycling day is Wednesday.

A maximum of 4 sealed trash bags per unit will be picked up on any trash day. Trash must be put out between 8AM and 9AM on trash days, and recycling at the same time on recycling days. Trash should be bagged and recycling should be in the designated recycling bin. Trash or recycling put out later than 9AM may not be picked up. Trash and recycling may not be placed at the curb in cans or other containers but only in sealed trash bags or it will not be picked up. Recycling may also include large boxes and cartons which have been broken down which do not need to be bagged.

Please use common sense about leaving trash or recycling out on extremely windy days since it will simply blow all over the property.

Large items such as furniture, appliances, or remodeling debris may not be left out for pickup, nor can it be left in the trash compactor area. Our trash haulers charge large additional fees for removal of these items. Any resident observed doing so shall be charged these additional fees and may be fined as well.

Excessive trash and debris left behind by Owners or Tenants moving out will result in the resulting additional costs being billed back to the Unit Owner.

**13. Unsightly or Unkempt Conditions.** *The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Common Elements, including the Limited Common Elements. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Unit. (8.10)*

**14. Antennas and Satellite Dishes.** *Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Condominium, including the Unit or Limited Common Elements; provided, however, that the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Unit Owners:*

*(a) No transmission antenna, of any kind, may be erected anywhere on the Condominium, including the Units, without written approval of the Board of Directors.*

*(b) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed or maintained upon the Condominium, including the Units and the Limited Common Elements.*

*(c) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed within a Unit or on the Limited Common Elements appurtenant to the Unit in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time. No penetrations of the Limited Common Elements may be made without prior written Board approval.*

*If a Unit is transferred which includes a satellite dish or antenna, the grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna. (8.11)*

No Satellite dish may be mounted anywhere on the General Common Elements including the roof and siding of the buildings. Any dish mounted on the General Common Elements is subject to immediate removal and confiscation without any financial recourse by the offending homeowner.

Satellite dishes may only be installed within Owner's Limited Common Elements. Specifically, this means on the patio, deck, or railing of the patio or deck. Installation may not be on the siding over or around the patio door or any siding which is a General Common Element. Installation must be done by a professional or to professional standards. All wiring must be painted out to match the color of the patio, deck or siding so that it is not easily seen. Penetration of the surface of the patio or porch is prohibited.

**15. Grilling.** *The use of outdoor grills on any portion of the Condominium shall be governed by applicable state laws and local ordinances having jurisdiction over the Condominium. (8.12)*

Only electric grills will be permitted on a balcony, porch, patio or within ten (10) feet of the edge of any building on the Saddlebrooke grounds.

Absolutely no charcoal, gas or propane fired grills (i.e.: any open flame) will be allowed on any balcony, porch or patio nor within ten (10) feet of any building on the Saddlebrooke premises.

The only allowable exception to the above policies is that residents are permitted to use a propane-fired grill on driveways so long as it at least ten (10) feet away from the closest part of any building and the propane bottle is not larger than 2 ½ pounds and the driveway is kept clean and free of any grilling debris, grease etc.



**16. Abandoned Personal Property.** *Personal property shall not be stored, kept, or allowed to remain for more than 24 hours upon any portion of the Common Elements, other than on a Limited Common Element, without prior written Board permission. If the Board determines that a violation exists, then, not less than two days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove and either discard or store the personal property in a location which the Board or the agent of the Association may determine and shall have no obligation to return, replace or reimburse the owner of the property. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.*

*The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three days after the property is removed.*

*Neither the Association nor any director, officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft, or otherwise, of any property which may be stored in or upon any of the Common Elements. (8.15)*

**17. Use of the words Saddlebrooke at Rock Creek, Saddlebrooke at Rock Creek Condominiums, and Saddlebrooke at Rock Creek Homeowners Association, Inc.** *No resident or Owner shall use the words Saddlebrooke at Rock Creek, Saddlebrooke at Rock Creek Condominiums, Saddlebrooke at Rock Creek Homeowners Association, Inc. or the logo of the Community or Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association. (8.17)*

**18. Registration of Owners and Tenants.** *Each Owner shall be required to provide the Association with such information as the Board may reasonably require to facilitate its management of the Association. Each Owner shall register Owner's mailing address and phone number(s) including home, work, and emergency numbers with the Association. If an Owner leases the Owner's unit, the name, mailing address, and phone numbers of each tenant shall also be registered with the Association within 30 days of obtaining a signed lease from each new tenant. Pet information for both owners and tenants shall also be provided including the number, type and breed if applicable. All vehicles kept on property by owners and/or tenants shall also be registered including manufacturer, model, and license plate numbers.*

*It is understood that contact information will be shared with emergency services and with the management company. All information will be treated confidentially, and no such information may be given, sold, or otherwise transmitted to other homeowners, tenants, or third parties without the express written permission of the homeowner(s).*

**19. Prohibited Activities.** *No activities shall be conducted within a Unit which are or might be illegal, unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms, archery equipment, or fireworks shall be discharged within the Common Interest Community. No open fires shall be lighted or permitted.*



**20. Storage Spaces.** No gasoline, gasohol, distillate, diesel, kerosene, naphtha, or other volatile, combustible, or explosive materials shall be stored in any storage space or garage.

**21. Electronic Apparatuses.** No radio transmitter, citizen's band radio, or other electronic equipment or apparatus shall be used on any part of the property that would disrupt normal radio or television reception on the premises.

**22. Solicitation.** Solicitors are not allowed on the property and shall be considered trespassers. Owners and tenants are encouraged to report solicitors to the Boulder County Sheriff's office at 303-441-4444 and to make a complaint.

**23. Architectural Standards.** Except as otherwise provided herein, no Owner, Occupant, or any other person may, without first obtaining written approval of the Board shall:

(a) make any encroachment onto the Parking Units, the Common Elements or Limited Common Elements;

(b) make any exterior change, alteration, or construction (including painting and landscaping and making penetrations on the exterior surfaces of the Common Elements); and

(c) except as provided for herein or by Colorado law, erect, place or post any object, sign, clothesline, speaker, light, storm door or window, fountain, flag, personalized or customized exterior door mat, or thing on the exterior of the building, in any Unit windows (other than appropriate window treatments as provided herein), or any Parking Unit, or on any Limited Common Elements.

However, a standard residential size American flag may be placed on a flag staff attached to the door frame of a Unit or on the patio or porch appurtenant to a Unit and a religious symbol not larger than three inches in width and nine inches in height may be posted on the doorframe of the Unit. In addition, reasonable seasonal decorative lights may be displayed within a Unit that are visible outside the unit between Thanksgiving and January 15. (7.2)

Any such flag, symbol, or seasonal decorative lights must be attached in either the unit or the limited common elements and may not be attached to the common area siding.

**24. Alteration of Units.** Subject to the other provisions of the Act and this Declaration, alterations to the interiors of Units, relocation of the boundaries between adjoining Units, and subdivision of Units are subject to the following restrictions:

(a) Alterations to the Interiors of the Units. Except as provided herein, no Owner or Occupant may make any alteration within a Unit which involves connecting to Common Element or Limited Common Element pipes, lines, conduits and/or other apparatus for access to common utilities without prior written Board approval. No Owner or Occupant shall install hard surface flooring except in compliance with Article 8, Section 8.13 below. Except as provided herein, no Owner or Occupant shall make any interior modifications to or place an excessive load on any structural or load bearing portions of a Unit without first obtaining the prior written Board approval. Such approval shall not be granted unless the Owner has presented to the Board a report or drawing prepared by a licensed structural engineer showing that compensating measures will be taken to ensure the structural integrity of the Unit

and the Condominium. All building code requirements must be complied with and necessary permits and approvals secured for any modifications. Notwithstanding the above, all Owners desiring to make any interior modifications or alterations to a Unit affecting the Common Elements or structure or load bearing portions of a Unit must make application to the Board as described below in order for the Board to make the determination of whether its approval is required.

If any Owner acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the Mortgagees of the Units involved) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or part, be part of the Common Elements, so long as no portion of any structural or load bearing portions of the Unit(s) are materially weakened or removed and the Board has approved the plans described above and no portion of any Common Elements is damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein which shall be relocated by such Owner if such facilities serve any other part of the Condominium. The alterations permitted in this Section shall not be deemed an alteration or relocation of boundaries between adjoining Units.

*(b) Relocation of Boundaries. There shall be no reallocation of boundaries between Units.*

*{c) Subdivision of Units. No Unit shall be subdivided into a smaller Unit or Units. (7.3)*

#### **25. Replacing Carpet with Tile or Hardwood Floors.**

No Owner or Occupant shall install hard surface flooring except in compliance with Article 8, Section 8.13 below. (7.3)

No Owner, Occupant, or any other person may replace carpeting with a tile, marble, vinyl, hardwood floor, or other hard surfaced flooring material, on the interior of a Unit which is located above another Unit without first obtaining written approval of the Board, as set forth in Article 7. Among other factors, the Board may consider whether the change will cause noise to any Unit below which will exceed the average noise level in Units below Units with carpeted floors and that the weight of such proposed flooring is appropriate and will not cause problems to the structure or subflooring.

The Owner applying for such approval shall provide the Board with information regarding these factors, as well as other information requested by the Board regarding the proposed flooring and its effect; provided, however, the noise level requirements shall be considered to be met if the Owner provides a sound transmission test that the proposed flooring will create a noise level less than a standard level set by reasonable regulation of the Board.(8.13)

**26. Window Treatments.** Unless otherwise approved in writing by the Board, all windows in Units shall have standard window treatments. Flags, sheets, reflective materials and other similar items may not be used as window treatments. (8.14)

#### **MAINTENANCE OF UNITS**

**27. Maintenance Responsibilities of Owners.** Each Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit and all improvements made by the Owner to the Limited Common Elements assigned to the Unit, except any portion of a Unit which is expressly made the



*maintenance obligation of the Association as set forth in Section 6.2 below. This maintenance responsibility shall include, but not be limited to the following:*

*(a) the materials making up the finished surfaces of the walls, floors and ceilings, including, but not limited to plaster, dry-wall, paneling, wall paper, paint, wall and floor tile, carpet and flooring (but not including the sub-flooring in the lowermost floor of the Unit).*

*(b) all glass surfaces (including exterior cleaning);*

*(c) windows, window frames (except for periodic painting, staining and/or cleaning of the exterior window frames), casings and locks (including caulking of windows) and screens;*

*(d) all doors, doorways, door frames, and hardware that are part of the entry system of the Unit (except for periodic painting, staining and/or cleaning of the exterior surface of garage doors, entry doors and door frames);*

*(e) all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit from the point where such lines enter the Unit (including all electricity, water, or sewer pipes, lines, ducts, conduits, or other apparatus serving only the Unit);*

*(f) any fireplace (including the chimney, flue and firebox, but excluding chimney caps and siding on the exterior of the chimney) that serves only the Unit;*

*(g) all communications, television, telephone, cable and electrical lines, utility meters, receptacles and boxes serving only the Unit, whether located within or outside the boundaries of the Unit;*

*(h) garages, garage doors (except painting the exterior surface of garage doors) and garage door openers;*

*(i) any portion of the heating and air conditioning systems including the air conditioning compressor and fan coil serving the Unit, and including the hot water heaters whether located within or outside the boundaries of the Unit and the wall heaters in the closets where the water heater is located;*

*(j) cleaning dryer vents from the dryer to the exterior wall of the Unit; and*

*(k) any improvements to the Limited Common Elements.*

*In addition, each Unit Owner shall have the responsibility:*

*(a) To keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Unit, including keeping the balcony, porch, patio or deck appurtenant to the Unit free and clear of snow, ice, and any accumulation of water or other debris.*

*(b) To perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Units.*

*(c) To promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.*



(d) To pay for the cost of repairing, replacing or cleaning up any component of the Condominium (including another Owner's Unit as well as the Common Elements) which is the responsibility of the Unit Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any component of the Condominium which, 'although the responsibility of the Association or another Unit Owner, is necessitated by reason of the willful or negligent act of the Unit Owner, his or her family, tenants or guests, with the cost of any damage to the Common Elements to be added to and become part of the Unit Owner's next chargeable assessment.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Elements) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.(6.1)

Any replacement items which are Owner's responsibility, and which are visible exterior to the unit, such as doors, light fixtures, garage doors, etc. must be approved by the Architectural Review Committee prior to replacement.

#### **28. Maintenance Measures Related to Insurance Coverage.**

The Board of Directors, upon resolution, shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Unit Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include such measures as the Board may reasonably require so long as the cost of such work does not exceed three times the monthly assessment per Unit in any 12-month period.

In addition to, and not in limitation of, any other rights the Association may have, if any Unit Owner does not comply with any requirement made by the Board of Directors pursuant to subsection 6.3(a), the Association, upon 15 days written notice (during which period the Unit Owner may perform the required act or work without further liability), may perform such required act or work at the Unit Owner's sole cost. Such cost shall be added to and become a part of the assessment to which the Owner is subject, the personal obligation of the Owner and a lien against the Unit, to be collected as provided herein for the collection of assessments. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to subsection 6.3(a), including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation. (6.3)

**29. Mold and/or Mildew.** Mold and/or mildew can grow in any portion of the Condominium that is exposed to a regular source of moisture. Therefore, the Association and the Unit Owners agree to: (a) promptly investigate to determine the source of the problem and the extent of the condition upon the discovery of any water leaks; (b) repair any such leaks in their respective areas of maintenance responsibility in a good and workmanlike condition; (c) ensure that any building material which has absorbed water or moisture as a result of a water leak and has not been completely dried as part of the repair of the water or moisture damage is removed and replaced; and (d) clean any area where mold and/or mildew appears with industry-accepted product designed to inhibit the growth of mold and/or



mildew. If mold remediation to the Common Elements or to a Unit is necessitated because of the willful or negligent action or inaction of an Owner or the Association, the party who has acted willfully or negligently shall be responsible for the cost of mold remediation, whether or not the area where the mold is located would otherwise be that party's maintenance responsibility. (6.4)

**30. Inspection, Maintenance, Repair and Replacement of High-Risk Components.** The Board may, from time to time, after notice to all Owners and an opportunity for Members' comment, determine that certain portions of the Units required to be maintained by the Owners, or certain objects or appliances within the Unit, pose a particular risk of damage to other Units and/or the Common Elements if they are not properly inspected, maintained, repaired or replaced. By way of example, but not limitation, these portions, objects or appliances might include smoke detectors and water heaters. Those items determined by the Board to pose such a particular risk are referred to herein as "High-Risk Components."

At the same time that it designates a High-Risk Component, or at a later time, the Board may require one or more of the following with regard to the High-Risk Component: (a) that it be inspected at specified intervals by a representative of the Association or by an inspector(s) designated by the Board; (b) that it be replaced or repaired at specified intervals, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective; (c) that it be replaced or repaired with items or components meeting particular standards or specifications established by the Board; (d) that when it is repaired or replaced, the installation include additional components or installments specified by the Board; (e) that it be replaced or repaired by contractors having particular licenses, training or professional certification or by contractors approved by the Board; (f) that the Owner shall be responsible for ensuring that replacement or repair is in accordance with applicable ordinances, if any and (g) that if the replacement or repair is completed by an Owner, that it be inspected by a person designated by the Board.

The imposition of requirements by the Board in this provision shall not relieve an Owner of his or her obligations regarding High-Risk Components, including, but not limited to, the obligation to perform and pay for all maintenance, repairs and replacement thereof. If any Owner fails or refuses to maintain, repair or replace a High-Risk Component in accordance with the requirements established by the Board hereunder, the Association may, in addition to all other rights and powers granted to it pursuant to the Governing Documents enter the Unit for the purpose of inspecting, repairing, maintaining, or replacing the High-Risk Component, as the case may be, and charge all costs of doing so back to the Owner as a specific special assessment.(6.5)

Also considered High-Risk Components shall be: washing machine hoses, ice maker connections, and dishwasher connections.

**31. Failure to Maintain.** If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors.

Unless the Board of Directors determines that an emergency exists, the Owner shall have ten days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten days. If the Board determines



that: (a) an emergency exists or (b) that an Owner has not complied with the demand given by the Association as herein provided; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Owner is subject, shall become and be the personal obligation of the Owner and a lien against the Unit, and shall be collected as provided herein for the collection of assessments.(6.6)

**32. Maintenance Standards and Interpretation.** *The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another term of the Board. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Article. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board. (6.7)*

**33. Mechanic's Liens.** *If any Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon, no Owner of any other Unit, nor the Association, shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to his Unit.*

*If, because of any act or omission of any Owner, any mechanics or other lien or order for the payment of money shall be filed against the Common Elements or against any other Owner's Unit or an Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall at his own cost and expense cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Owner or Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Owners and the Association harmless from and against any and all costs, claims, losses or damages including, without limitation, reasonable attorneys' fees resulting therefrom.*

#### **LEASING OF UNITS**

**34. Leasing.** *The Saddlebrooke at Rock Creek Community is intended to be an owner-occupied community. However, any Lot Owner shall have the right to lease or allow occupancy of a Lot upon such terms and conditions as the Lot Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record set forth below. "Leasing" or "Renting" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner. For the purposes of this Declaration, occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence shall not constitute leasing under this Declaration. (9.1)*

**35. Leasing Provisions.** *Leasing which is authorized hereunder shall be governed by the following provisions:*

*(a) Notice. At least seven days before entering into a lease, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of that lease. The lease form must include the information set forth in Exhibit "C" which is attached hereto and incorporated herein by this reference. If a lease is disapproved, the Board shall notify the Owner of the*

*action to be taken to bring the lease in compliance with the Declaration and any Association rules. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; rather, the Board's approval shall be limited to the form of the proposed lease.*

*(b) General. Units may be leased only in their entirety; no rooms or fractions of Units may be separately leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit and such other information as reasonably requested by the Board, including, but not limited to contact information for the Owner and occupants, occupant vehicle identification and pet identification. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations.*

*(c) Compliance - Use of Common Elements. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:*

*(i) Compliance with Declaration and Rules and Regulations. The Owner and lessee shall comply with all provisions of the Declaration and Association rules and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all occupants of his or her Unit to comply with the Declaration and Association rules, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.*

*If a Unit is leased or occupied in violation of this Article or if the Owner, lessee, or a person living with the lessee, violates the Declaration or a rule or regulation, the Association's Board of Directors shall be authorized, in addition to all other available remedies, to levy fines against the lessee and/or the Owner, and to suspend all voting and/or Common Element use privileges of the Owner, Occupants and unauthorized tenant(s).*

*If a Unit is leased or occupied in violation of this Article, the Association may require the Owner to evict the tenant. If the Owner, lessee, or a person living with the lessee, violates the Declaration or a rule or regulation, such violation is deemed to be a default under the terms of the lease and shall authorize the Owner or the Association, as more fully described herein, to terminate the lease without liability and to evict the lessee in accordance with Colorado law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney in fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. Alternatively, the Association may require the Owner to evict the violating tenant. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Unit.*



*Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including, but not limited to, the use of any and all recreational facilities. (9.2)*

## **EASEMENTS**

**36. Easements for Use and Enjoyment.** *Every Unit Owner and Occupant shall have a right and non-exclusive easement of ingress and egress, use and enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to his or her Unit, subject to the following provisions:*

*(a) the rights of the Unit Owners to the exclusive use of the Limited Common Elements assigned to their respective Units;*

*(b) the right of the Association to have access to the Units and Limited Common Elements assigned to a Unit to discharge its rights and obligations, under the Governing Documents, including without limitation, the maintenance responsibility of the Association.*

*(c) the right of the Association to suspend rights of an Owner to use the recreational facilities of an Owner for any period during which any assessment or charge against his or her Unit which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;(12.1)*

**37. Easement for Entry.** *The Association has an easement to enter into Units for maintenance, emergency, security, or safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in performing their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit. For the purposes of this Section, an emergency justifying immediate entry into a Unit shall include, but not be limited to, the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation or sounds indicating that a person or animal might be injured or sick and require immediate medical attention. No one exercising the rights granted in this Section shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Unit shall exist. (12.2)*

## **AMENITIES**

**38. Access.** *Access to the clubhouse, exercise room, shall be controlled by access cards issued by the Association. Each unit at Saddlebrooke may have as many access cards as it has permanent residents provided that this number does not exceed two cards for one-bedroom units, three cards for two bedroom units and four cards for three bedroom units. Proof of residency and a copy of the lease shall be required prior to the issuance of access cards. Owners and/or tenants without access cards may not use the facilities. Guests may use the facilities only when accompanied by an authorized card holder and there is a limit of two guests per day per unit. individuals found trespassing will be prosecuted.*

*Any owner who is thirty days or more delinquent in their payment of Association assessments shall have their access card(s) shut off as well as those of all residents and tenants of their unit and all of these shall be denied use of all Saddlebrooke amenities.*

There shall be a \$25 charge to replace lost or damaged access cards.

### **39. Rules.**

Appropriate shoes and exercise clothing including a shirt or top is required in the exercise room.

No children under 18 years old shall be allowed to use the weight room equipment.

Food, glass containers, alcohol, tobacco products and any illegal or controlled substances are all prohibited anywhere in the facilities at all times except that food and alcohol may be specifically allowed for clubhouse parties as long as they are kept within the clubhouse and are not taken into the exercise room. Any owner, tenant, or guest clearly under the influence of alcohol or drugs is prohibited from being in or using the facilities.

When finished with the steam room, please turn off the steam, the shower and the light and leave the door open. When finished with the sauna, please turn off the heat and the light, but leave the door closed. No one should stay in the steam room, sauna than 30 minutes or as recommended by a doctor.

Telephone calls on the courtesy phone should be limited to two calls per visit and three minutes per call.

Anyone found occupying or using the facilities after the posted hours, and specifically between 11pm and 5am, whether owner, tenant, guest, or interloper, shall be considered trespassing and shall be subject to enforcement actions under these Rules and Regulations, and/or arrest, fine and possible imprisonment by the Boulder County Sheriff's department. Non residents who are not guests are subject to arrest for trespassing at any time of day.

### **AUTHORITY AND ENFORCEMENT**

**40. Enforcement.** *The Properly shall be used only for those uses and purposes set out in this Declaration. Every Owner and Occupant shall comply with this Declaration, the Bylaws and rules and regulations of the Association, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one or more aggrieved Unit Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations. In addition to any rights the Association may have against an Owner's family, guests, tenants or Occupants, as a result of such person's violation of the Governing Documents, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.*

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*The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Unit. If any Occupant of a Unit violates the Declaration, Bylaws or rules and regulations, a fine*



may be imposed against the Owner and/or Occupant after notice to the alleged violator and an opportunity to be heard in accordance with the Association's covenant and rule enforcement procedure.

In any enforcement action taken by the Association under this Article, to the maximum extent permissible under the Act, all costs incurred by the Association in abating a violation or otherwise taking action to enforce the Declaration, Bylaws or Association rules, including reasonable attorney's fees actually incurred, may be assessed against the violating Owner and/or Occupant pursuant to Article 4, Section 4.3(b) (ii) above. (14.1)

**41. Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help and/or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity for compliance with the hearing procedure. The Board may also suspend an Owner's right to vote and use the recreational facilities for violation of any duty imposed under the Declaration, Bylaws or Association rules.

The Association or its duly authorized agent shall have the power to enter upon any portion of the Common Elements, including the Limited Common Elements, and the Parking Units to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws or the rules and regulations. Such removal, abatement and restoration shall be accomplished at the violator's sole cost and expense. If the Association exercises its right subject to this Section, all costs, shall be assessed against the violating Owner or Occupant and shall constitute a lien against the Unit. Additionally, subject to the Act, the Association shall also be entitled to reasonable attorney's fees actually incurred and collected as an assessment pursuant to this Declaration. The Association shall also have the authority to record in the Boulder County real property records a notice of violation identifying any uncured violation of the Declaration, Bylaws or rules and regulations regarding the Unit and or the Unit Owner. (14.2)

**42. Failure to Enforce.** The failure of the Board to enforce any provision of the Declaration, Bylaws or rules and regulations shall not be deemed a waiver of the right of the Board to do so thereafter. No right of action shall exist against the Association for failure of enforcement where: (i) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (iii) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action at law or in equity and has failed to do so. (14.3)

Please see the Covenant and Rule Enforcement Policy and Procedure, formerly adopted by the Board of Directors, which is an attachment to these Rules and Regulations.

#### **43. Fine Schedule**

The Board of Directors has adopted the following fine schedule for violations of the Covenants and Rules and Regulations:

Fines for Health and Safety Violations	Fine Amount
First Violation	\$500.00
Second Violation	\$750.00
Third & Subsequent Violations	\$1,000.00

Fines for Regular Violations	Fine Amount
Courtesy notice (sent via US Mail and email, if provided)	\$ 0.00
First violation (first Notice of Violation)	\$ 50.00
Second violation (second Notice of Violation)	\$100.00
Third violation (third Notice of Violation)	\$250.00

The Board reserves to itself all the rights set forth in Paragraph 2 of the Covenant and Rule Enforcement Policy and Procedure pertaining to fines and the fine schedule.

**44. Dispute Resolution.** *Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, a Unit Owner or Occupant must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered for any member of the Board of Directors or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than ten or more than 21 days from the date of receipt of the request. (16.2)*

Please see the Dispute Resolution Policies and Procedures, formerly adopted by the Board of Directors, as an addendum these Rules and Regulations in its entirety, for an expansion and modification of these provisions.

**45. Complaints.** Complaints regarding the management of the property or regarding the actions of another Owner should be made in writing to the Board of Directors.