



SHADOW CREEK

HOMEOWNERS ASSOCIATION, INC.

<h2>RULES AND REGULATIONS</h2>

JUNE 2009

Codes for Community Living

IMPORTANT FACTS

Management: There is no on site Management office – Contact the Management Company listed below.

**Metro Property Management Inc.
Manager – Molly Ryan
10800 E Bethany Drive, Suite 185
Aurora, CO 80014
Phone – 303-309-6220
Fax – 303-309-6222
Email – manager@metropropertymgmt.com**

**Office Hours – Monday-Friday – 8:00 a.m. – 5:00 p.m.
After Hours Emergency Contact – 303-435-7577**

Insurance:

**Insurance Agent/Agency: Ella Washington,
American Family Insurance
Phone: 303.530-3444
Fax: 303.672.0910**

Please note that all restrictions are not included within these rules and regulations. The Declaration of Shadow Creek and the Declaration of the Master Association governs this community.

RULES AND REGULATIONS OF SHADOW CREEK HOMEOWNERS ASSOCIATION

INTRODUCTION

These rules and regulations are designed to protect the common interests of each Owner and resident, and to collectively assure the rights of all owners and residents of Shadow Creek.

1. ASSESSMENTS AND FINES

- 1.1 These Rules and Regulations, the Declaration, the Articles and the Bylaws (collectively, the "governing documents") shall be enforceable by the Board and the Managing Agent. A violation of any of these items is subject to a monetary fine or assessment and appropriate legal action may be taken for infractions (see fee schedule A at the end of this booklet).
- 1.1. Common Monthly Assessments are due and payable on the first day of each month. If these or any other Assessment imposed under the Declaration or the Rules & Regulations are not paid within thirty (30) days after their due date, the Owner will be assessed a late fee. Charges will be assessed at a rate of **\$10.00 every month**.
- 1.2. Once the monthly fees and/or assessments exceed 90 days the Association may place a lien on the Unit until the entire debt is paid. The Association may bring a legal action against the Owner personally obligated to pay the same or foreclose the lien (in accordance to the Colorado Revised Statutes) against the Unit. All interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment.
- 1.3. In addition to fees, the Association may levy fines against Owners and Residents who violate (or whose family, guests, invitees, or licensees who violate) any provision of the governing documents for which no specific penalty is provided. Such fine may be levied following prior written notice sent by first class mail providing the Owner or Resident an opportunity to be heard before the Board on the subject violation.
- 1.4. First violations shall be recorded and addressed through the Managing Agent in a letter which states the alleged violation, the action required to address the violation, a specific time limit within which the violation must be corrected, and the penalty which will be imposed if the violation is not corrected. Violators have the right to a hearing with the Board. The Owner shall have the right to dispute the alleged violation either in writing or at a hearing after which the Board shall provide a written decision to the alleged violator of its findings.
- 1.5. If there are subsequent violations of the same or similar provisions of the Rules & Regulations, Declarations or other governing documents by the same Owner, they shall be advised in a letter sent by first class mail and include the monetary fine that is stated at the end of these Rules & Regulations.
- 1.6. All subsequent violations shall incur a fine as stated at the end of these Rules & Regulations. All such fines shall become an expense of the Owner and shall be due and payable with the next Monthly Assessment. All such fines shall constitute payment due and as provided with the terms of monthly assessments previously mentioned and may also be referred for legal action, interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such fine.

2. SUSPENSION OF PRIVILEGES

- 2.1. The voting rights of a Member shall be suspended during any period in which such Member is in default of any assessment levied by the Association.
- 2.2. Non-resident Owners (Landlords) are responsible for the actions of their occupants (Tenants). Transfer of General Common Element responsibility to the occupant (Tenants) of their Unit is prohibited. It is the responsibility of the Owner to ensure the peaceful enjoyment and safety of the on-site residents.

3. RESIDENTS' SECURITY

- 3.1. All Residents should be aware and alert to the need for security at all times. Residents should be observant and

immediately report any suspicious activity or loitering to the Aurora Police Department.

3.2. Garage coach lights must be **ON** at all times from dusk to dawn. It is the Owner's responsibility to change the light bulbs as needed.

4. USE RESTRICTIONS

4.1. Residential & Business Uses.

- a. Except as set forth in this Section 4.1, the Property shall be used only for residential, recreational and related purposes consistent with the Declaration.
- b. No business or trade, may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activities is not apparent or detectable by sight, sound, or smell from outside the Lot; (b) the business activity conforms to all applicable zoning and other legal requirements; (c) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door to door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

4.2. Leasing of Lots. Any person or persons other than the Owner, for which the Owner receives any consideration or benefit, define "Leasing" as regular, exclusive occupancy of a Lot. Any lease must be in writing. The Owner must make available to the Lessee copies of the Declaration, By-Laws, and the Rules and Regulations.

- a. Leasing of units for less than 12 months is not permitted.
- b. Owner shall be responsible for providing a copy of the lease to the Association within ten (10) days following execution of lease. Owners must provide the names, business address, and telephone number of the tenant as well as Owners' contact information.

5. QUIET ENJOYMENT

5.1. Nothing shall be done or maintained on any part of a Lot that emits foul or noxious odors outside the Lot.

5.2. Illegal activities, and any activities which, in the reasonable determination of the Board, tend to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Elements or to the occupants and Permittees of other Lots, shall be prohibited on the Property.

5.3. Noise must be kept within a reasonable level at all times. Objectionable noise may be defined as, but not limited to, noise, which creates excessive vibrations in and through the building structure, and voices, and music that is audibly distinct from the outside or from adjacent Units.

5.4. Residents, who are disturbed by noise, must attempt to resolve the noise problem with the persons making the noise. The next step is to file a complaint with the Board through the Managing Agent. Excessive complaints or violations filed with the Board may be subject to a fine.

5.5. No unauthorized motor vehicles are allowed (i.e. gasoline powered scooters) anywhere within the Property.

6. PROHIBITED CONDITIONS

6.1. Exterior Appearance. No alteration, modification, or addition is permitted in or about any Unit without the prior written approval of the Board or the Architectural Review Committee. Requests must be made in writing to the Managing Agent in applying to the Committee for prior written approval of any such alterations, modifications, or additions.

6.2. Window Coverings. The portions of any window blinds, shades, draperies or other window coverings viewable from the exterior of any Residence shall be white, off-white, beige or natural wood finish.

- 6.3. Landscaping. No Owner shall plant, remove, or alter any landscaping, except the Owners may plant flowers in areas within the landscaping scheme on their Lot designated to serve as flowerbeds. All landscaping shall be maintained in good condition.
- 6.4. Antennas. Per FCC Guidelines and the Declarations and Covenants of Shadow Creek Homeowners Association, the hanging or mounting of Satellite Dishes and Antennas must have **prior approval regarding location**. All cabling shall be obscure from view (see 6.11).
- 6.5. Tree Removal. No trees or shrubs shall be removed without prior approval of the Architectural Review Committee.
- 6.6. Air-Conditioning Units. No window air-conditioning units or evaporative coolers shall be installed.
- 6.7. Lighting. Exterior lighting must be pre-approved prior to installation. Holiday lighting must be removed no later than 30 days following the holiday.
- 6.8. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation or similar items shall be permitted outside any structure on a Lot, including, without limitation, fountains or clotheslines.
- 6.9. Energy Conservation Equipment. Subject to the provisions of CRS 38-30-168, no solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure and approved by the Architectural Review Committee.
- 6.10. Signs. No signs or posters of any kind may be displayed outside of any Unit except for a "For Sale", "Open House", "For Rent", or security sign of not more than a total of five (5) square feet. Political signs are allowed as long as they are removed from lot within 5 days of election.
- 6.11. Utility Lines. No overhead utility lines, including lines for cable television or satellite dishes, shall be permitted. All lines must be unobtrusive and hidden from view from any unit.
- 6.12. Doors and Windows. No "burglar bars", steel, or wrought iron bars or similar fixtures, whether designed for decorative, security or other purposes, shall be installed on the exterior of any windows or doors of any Property. Only full view, white, storm/security doors are allowed. Doors other than the ones pre-approved require Architectural Review Committee approval.
- 6.13. Fencing. No Owners shall construct, modify, replace, paint, or obstruct any fence, fence pillars, or walls. Hedges shall be considered to be the same as fences and are subject to the same restrictions. No fence, wall, hedge, or other planting shall be placed or permitted to remain where it would create a traffic or sight problem.
- 6.14. Bodies of Water. All wetlands, lakes, ponds, and streams on the Property, if any, shall be aesthetic amenities only. Fishing, swimming, boating, playing or use of personal floating devices are prohibited. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the unauthorized use of any lakes, ponds, or streams on the Property.
- 6.15. Grading and Drainage. No person shall alter the grading of any Lot. No person may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, storm drains, or materially alter the rate, volume or location of runoff from a Lot onto adjacent property.
- 6.16. Tents, Mobile Homes, & Temporary Structures. No tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Lot, or any part of the Property. This shall not apply to restrict the construction or installation of temporary construction sales trailers or similar temporary structures used in connection with development and sale of this Property.
- 6.17. Laws and Ordinances. Every Owner, Occupant and/or Permittee shall comply with all laws, statues, ordinances, and rules of federal, state and municipal governments applicable to the Property.
- 6.18. Occupants Bound. All provisions of the Declaration, the Bylaws and the Rules shall also apply to all occupants of any Lot and to Permittees of any Owner or occupant. Every Owner shall cause all of its Lot and its Permittees to

comply with the Declaration, the Bylaws and the Rules.

6.19. Notices. Notice posted at the mail kiosk are subject to Board approval.

7. CONTRACTORS WORKING IN UNITS

7.1. Any Owner or Resident contracting to have work done in their Unit will assume full responsibility for cleaning and/or reimbursement to the Association for any and all damage, accidental or otherwise, that may be done to any common elements.

8. OWNERS' MAINTENANCE RESPONSIBILITY

8.1. Each Owner shall maintain such Owner's Lot and the Improvements thereon in a clean, safe, attractive, and orderly manner and shall perform all necessary repairs unless such maintenance responsibility is otherwise assumed by the Association, the Master Association, or any Subsidiary Declaration applicable to such Lot.

9. PETS

9.1. Domesticated dogs, cats, birds or fish may be kept in a Unit. No Owner may keep animals on any part of the Project for any commercial purposes. The Board shall have the authority to restrict or prohibit the keeping of breeds of dogs with a known history of dangerous or vicious behavior. The Association shall follow all pet breed restrictions of the City of Aurora.

9.2. It is the responsibility of every pet owner to control their pets in such a manner as to ensure that they do not interfere with other Residents enjoyment of their Property. No pets are allowed to be out in the common areas unleashed or unsupervised by their Owner.

9.3. All pet waste is the responsibility of the pet owner and must be immediately disposed of in proper receptacles. Fines will be assessed for any homeowner not cleaning up after their pets.

9.4. Any damages caused by pets to any maintenance areas will be repaired/replaced at Owner's expense.(i.e. sod replacement)

10. PARKING/VEHICLES

10.1. Vehicles shall be parked only in the garages, in the driveways or portions thereof, if any, exclusively serving a single Lot. Vehicles may only be parked in the Parking Tracts in appropriate spaces or areas, if any, designated by the Board. Parking of vehicles in the Parking Tracts shall be limited to occasional, incidental, or guest or visitor parking, and shall not include ongoing parking of vehicles owned, leased, or used by Owners or parties occupying a Lot. **There is NO street parking allowed within the Saddle Rock Community.**

10.2. All vehicles on the Property must be operational and in reasonable condition, including but not limited to, unreasonably noisy or which emit an unreasonable amount of smoke or other emissions. Stored vehicles and vehicles which are inoperable or do not have current operating licenses shall not be permitted on the Property except within enclosed garages.

10.3. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles used or designated for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (with or without wheels), campers, camper trailers, boats, or other watercraft, and boat trailers shall be parked only in enclosed garages or specific areas, if any, designated by the Board.

10.4. No vehicle may be parked or stored in any parking space, which does not fit within the boundaries of such parking space.

10.5. No off-road unlicensed motor vehicle may be operated in the Community.

10.6. No maintenance, repair, rebuilding, or dismantling. Painting or servicing of any kind of motor vehicle shall take place anywhere within the Project, including without limitation within any parking areas.

- 10.7. Washing or polishing of vehicles is permitted.
- 10.8. Vehicles shall be maintained so as to avoid excessive and unsightly oil and other operating fluid stains or pools under the vehicles on any parking spaces or on driveways. Vehicle owners are responsible for the cleanup of excessive fluid leakage if it does occur. The Association may at its option clean the Parking Spaces and driveways of excessive fluids, and the amount thereby incurred will be assessed against the Owner of that Unit.
- 10.9. Storage of gasoline, oily rags, or any other highly inflammable materials is **strictly** prohibited in the garage spaces or in any other place within the Buildings.
- 10.10. In addition to other remedies it may have for any violation, the Association shall be entitled to tow or cause to be towed any vehicle that is operated, parked or stored in violation of the Rules and Regulations. The costs and expenses incurred in connection with any such activity shall be assessed against the applicable Owner as a Reimbursement Assessment.

11. GENERAL AND MISCELLANEOUS

- 11.1. Except as may be specifically authorized elsewhere in these Rules and Regulations or the other governing documents, the only permissible items on balconies/patios are patio furniture, planters, plants & Gas or Electric BBQs. Appliances such as, but not limited to, refrigerators, freezers, washing machines, or dryers are not permitted on patios or balconies.
- 11.2. The discharge of firearms on the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types regardless of size.
- 11.3. No fireworks or firecrackers may be discharged or fired from Property **AT ANY TIME**.
- 11.4. Residents, guests, and/or pets are not allowed at any time to be in the pond at the entrance of the Community. Children are not to be left unsupervised at any time.

12. ARCHITECTURAL STANDARDS

- 12.1. General.
- a. Compliance & Approval. No Improvements shall be constructed, installed, modified or renovated on any Lot, except in compliance with the Design Guidelines, if any, and with the prior approval of the Architectural Review Committee. All Architectural requests must also be submitted to the Saddle Rock South Master Association as defined by the Declaration.
- b. Interior Modifications, Modifications in Accordance with Original Plans. Any Owner may remodel, paint or redecorate the interior structures on a Lot without approval of the Architectural Review Committee. However, modifications to the interior of screened porches, patios, and similar portions of structures on a Lot visible from outside such structures shall be subject to such approval.
- 13.2. Architectural Review Committee. Responsibility for promulgating and enforcing the Design Guidelines and review of all applications for Improvements subject to review is vested in the Architectural Review Committee. The Architectural Review Committee shall consist of either three or five members, who shall be natural persons. Until the earlier of (i) 10 years after the date of the initial recording of the Declaration or (ii) one year after Declarant ceases to own any Lots, Declarant shall have the exclusive right, in its full discretion, to appoint and remove all members of the Architectural Review Committee. After such period or upon Declarant's surrender of its right to appoint and remove members of the Architectural Review Committee, the Board shall have the exclusive right, in its full discretion to appoint and remove the members of the Architectural Review Committee.
- 13.3. Submission of Plans. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed Improvements shall be submitted to the Architectural Review Committee for review and approval or disapproval prior to the commencement of construction of such Improvements. In addition, information concerning irrigation systems, drainage, lighting, and other features of proposed construction shall be submitted as applicable. The Architectural Review Committee may condition its approval on such changes in the plans and

specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving the materials submitted.

13.4. Decisions. In the event the Architectural Review Committee fails to approve or disapprove any application within thirty (30) days after the submission of all information and materials reasonably requested the application shall be deemed rejected.

13.5. Enforcement.

- a. Removal of Improvements. Any Improvement constructed, installed, modified or renovated on or to any Lot in violation of the Declaration shall be deemed to be nonconforming. Upon written request from the Architectural Review Committee, the Owner of the Lot, at such Owner's own cost, and expense, remove such improvement and restore the Lot to substantially the same condition as existed prior to the nonconforming work or, if applicable, bring the improvement in compliance with the requirements of the Architectural Review Committee. Should an Owner fail to remove the nonconforming Improvement, and restore the Lot then the Architectural Review Committee shall have the right to enter the Lot and remove the nonconforming Improvement at the Owner's cost.
- b. Completion of Work. Any approval granted shall be deemed conditioned upon completion of all elements of the approved work unless approval to modify any application has been obtained. In the event that any person fails to commence and diligently pursue the completion of all approved work, the Association shall be authorized to enter upon the Lot and remove or complete any incomplete work at the Owner's cost.
- c. Legal and Equitable Remedies. In addition to the foregoing, the Association shall have the authority to pursue all legal and equitable remedies available to enforce the Declaration and the decisions of the Architectural Review Committee

14. GENERAL DISCLAIMER

14.1. Any instances within these rules and regulations that conflict with the Declaration, the Declaration shall be the governing document.

Schedule A. FEES, FINES AND ASSESSMENTS

Any infraction of any of the above Rules and Regulations are subject to but not limited to the following fine schedule:

- 1st Notice of Violation – Warning – No Fine
- 2nd Notice of Violation - \$50.00 after hearing
- 3rd Violation & Subsequent Notice of Violation - \$100.00 after hearing

Exceptions to these fines shall be any violation of Local, County, State, Federal or other governing entity by which an automatic fine of \$500.00 shall be assessed as well as any and all attorney's fees, court costs, collection fees and any other applicable monies as applied by these governing bodies.

COMPLAINTS

All the complaints pertaining to an infraction of these Rules and Regulations shall be brought to the attention of the Board of Directors and shall be made **in writing** and shall be directed to the Association Board and mailed to the Managing Agent, address as follows:

Shadow Creek Homeowners Association, Inc.
c/o Metro Property Management, Inc.
10800 East Bethany Drive, Suite 185
Aurora, CO 80014
Phone (303) 309-6220 Fax (303) 309-6222
Email: Manager@MetroPropertyMgt.com

The complaint **MUST** contain the following information:

1. The address and description of the violator, e.g. owner, child, renter, guest, etc.
2. Identification of rule believed violated.
3. Date, time, and place of violation.
4. Property damage caused by the violation, if any.
5. Name address, telephone number and relationship to the Association of the person making the complaint.

No complaint will be processed without identification of person filing complaint. Email is accepted with name and address clearly in the email.

Service of all notices required or permitted to be given may be delivered in person or sent by mail, postage prepaid, addressed in the name of the homeowner to the address on file with the Association or the Managing Agent. Any fine in dispute must be explained in writing. A hearing before the Board of Directors will be scheduled and a final determination will be made.



SHADOWCREEK

SAMPLE VIOLATION NOTICE

Date:

Owner's Name
Owner's Address
Owner's Address

RE: Notice of Violation

Dear:

It has come to the attention of the Association you are in violation of the Rules and Regulations and/or Declaration of Covenants, Conditions and Restrictions of the Shadow Creek Homeowners Association, Inc. The nature of the violation is listed below:

VIOLATION – STATED HERE

Please correct this violation or cease activity immediately. **If violation is disputed please reply in writing no later than ten (10) days** from receipt of this notice with details regarding violation. Mail your **written response** to Shadow Creek Homeowners Association, Inc., c/o Metro Property Management, Inc., 10800 E. Bethany Dr., Suite 350, Aurora, CO 80014. You are entitled to a hearing before the Board of Directors. **Requests for hearings must be in writing within (10) days from receipt of this notice.**

Pursuant to the established protocol for violation notice, you are hereby notified of the following:

_____ **1st Violation - WARNING** –correct the violation immediately

_____ **2nd Violation – \$50.00 Fine** to be paid with next monthly assessment

_____ **3rd & Subsequent Violation – \$100.00 Fine** to be paid with next monthly assessment

Thank you in advance for your prompt attention to the above matter.

Regards,
For the Shadow Creek Homeowners Association, Inc.
Board of Directors

Manager