

# Sawgrass Condominium Association

## GUIDING DOCUMENTS FOR HOMEOWNERS AND RESEIDENTS

Revised: August 2015

### TABLE OF CONTENTS FOR RULES AND REGULATIONS

#### I. GENERAL

- A. Use of Units and Common Elements
  - 1. Lessees Subject to Association Documents
  - 2. Absentee Owners – Tenant
  - 3. Vacant Units
  - 4. Hazardous Activities or Materials
  - 5. Pets
  - 6. Unlawful Acts
  - 7. Patios and Balconies
  - 8. Signs
  
- B. 1. Architectural Items
  - 1. Littering
  - 2. Damages
  - 3. Excessive Noise
  - 4. Hallway Restrictions

#### II. ADMINISTRATIVE

- A. Entry for Emergency
- B. Interpretations
- C. No Waiver
- D. Right to Amend
- E. Covenant Violation Enforcement Policy
  - 1. Notice of Alleged Violation
  - 2. Board to Conduct Hearing
  - 3. Conflicts
  - 4. Hearing
  - 5. Decision
  - 6. Fine Late Fees

# RULES AND REGULATIONS

## I. INTRODUCTION

These Rules and Regulations have been adopted and implemented to protect your investment and to enhance the value of the community.

## II. GENERAL

### A. Use of Units and Common Elements:

1. Lessees Subject to Association Documents: All leases shall provide that the terms of the lease and lessee's occupancy of the Condominium Unit shall be subject in all respects to the provisions of the Association's Legal Documents, including, but not limited to the Declarations, Articles of Incorporation, Bylaws, and the Rules and Regulations. Any failure by the lessee to comply with these documents shall be a default under the lease.
2. Absentee Owners – Tenants: Any infraction of these rules or violation of the Declaration provisions by the tenant or lessee shall be attributable to the owner. Such owner shall be liable to the Association for any penalties or damages assessed as a result of such infraction.
3. Vacant Units: The management company and Board of Directors shall be notified of any unit vacant for 30 days or more. A monthly checkup may be necessary and minimal heat should be maintained for winter months.
4. Hazardous Activities or Materials: No owner or lessee shall install or operate any machinery or equipment except household appliances within his/her unit or within or upon the limited common elements appurtenant thereto. No owner or lessee shall store or use any flammable materials, fireworks, or explosives anywhere within the community, except such materials as are commonly associated with barbecue grills. This includes all garages, patios, and balconies.
5. Pets:
  - a. No animal may be housed or kept on the premises that weighs more than thirty (30) pounds.
  - b. No animal, other than common household pets, shall be kept or maintained in any unit. Owners and lessees are allowed to have a maximum of two dogs or cats or one of each or other domestic animals. No pet may be kept, bred or maintained for any commercial purposes.
  - c. It is expressly forbidden for any owner or lessee to leave unattended, maintain or house any household pet on any balcony, patio, in or upon any garage, or upon any other limited or general common element. No pet shall be tied, chained or otherwise fastened to any fence, tree, garage, balcony, patio or any other limited or general common element.
  - d. The owner of any unit where an animal is kept, housed or maintained shall be personally liable for any damages caused by the animal to the property of another or to the common areas.
  - e. No owner or lessee who keeps, houses, owns, maintains or has control over any pet within the community shall permit that pet to interfere with the rights, convenience of comfort of

any other person. No owner or lessee shall cause or permit any pet under his/her control to unreasonably disturb any other person by continuous or prolonged barking, screeching, howling, or other noise.

- f. No dog shall be permitted on any portion of the general common elements unless it is on a leash
  - g. The owner of any unit where a pet is kept, housed, or maintained is personally responsible for the immediate removal and disposal of the pet's droppings. No animal kept, housed or maintained in any unit shall be allowed to defecate or urinate in or upon any balcony or patio. The owner of any unit where a pet is kept, maintained or housed shall be personally liable for the costs of cleaning and repairing any patio or balcony area soiled or damaged by animal waste caused by a pet kept, maintained or housed in that unit, in addition to any other penalty imposed for a violation of the Rules and Regulations.
  - h. No pet doors are allowed in the sliding glass door or the walls of the unit.
6. Unlawful Acts: No owner or lessee, family member, or guest shall use or permit the use of the premises for any act or acts in violation of any federal or state statute or regulation, or any provision of the Town of Castle Rock Municipal Code. Should any such violations come to the attention of the Board of Directors or the management Company, they are authorized to bring such violations to the attention of the proper law enforcement authorities onto the premises for purposes of investigation.
7. Patios and Balconies: Patios and balconies may contain limited and tasteful personal items but are not to be used as a storage area.
- a. Permitted items are outdoor "patio" furniture, firewood, grills and barbecue accessories, thermometers or other small meteorological devices, wind chimes, and appropriate decorations during holiday seasons.
  - b. Hanging planters, potted plants, and planters are permitted provided that they are not permanently attached to the patio, balcony or building.
  - c. No shade, awning, curtain, window guard or any other articles, except as noted above, shall be hung from, mounted or placed outside any window or sliding glass door in any unit without approval from the Board of Directors.
  - d. No fencing such as wire fencing or mesh, or similar enclosures, shall be permitted to be attached to any patio or balcony without prior approval by the Board of Directors.
  - e. In no event shall balconies or patios be used for the storage or maintaining of motorcycles, exercise equipment, household or commercial appliances, beer taps, bedding, animal shelters, household furniture, cartons or boxes, mechanical or electrical equipment, tools, building materials, or clothing.
8. Signs: No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the community except as approved, in writing, by the Board of Directors. "For Sale" or "For Rent" signs of five (5) square feet or less may be placed in a window without approval from the Board of Directors.

**B. Action of Owners, Owners Family Members, Friend, Guests, Servants or Lessees:**

1. Architectural Items:

- a. Unauthorized Repairs, Replacement, Modifications or Additions: No owner shall in any manner interfere with, repair, replace, modify, or add to any portion of the heating, air conditioning, lighting, or plumbing apparatus or electrical circuitry in or about the community except as authorized by Declaration, nor in or about the building containing the same., nor in any way modify the exterior appearance of any unit or any building without the express written approval of the Board of Directors.

2. Littering:

- a. Discarded Trash: Nothing, including trash, cigarettes, animal droppings, or beer, wine or liquor containers, shall be thrown or emptied out of windows or vehicles, patios or balconies or abandoned within the Community or the parking lots of any other general or limited common element.
- b. Under Stairs Storage: Storage of any kind under the stairs is not permitted due to Town of Castle Rock Fire Code compliance. Items left in the common areas will be removed without notice. There shall be permitted a container of “ice melt” material under the stairs.

3. Damages: The Board of Directors or Community Manager shall hold the owner liable for repair or replacement costs for damage to any common element caused by an owner or guest.

4. Excessive Noise:

- a. O owner or lessee shall make or permit any disturbing noises or interfere with the lawful peaceful occupancy and enjoyment of neighbors in any building or the use of the common elements.
- b. No Owner, lessee, or guest shall play or permit the playing of any musical instrument, radio, stereo or television set which disturbs the occupants of neighboring buildings, or persons using the common areas. Any noise or sound shall be deemed disturbing if it is clearly audible by the unaided human ear in an adjacent unit or from 25 feet outside the unit in which it is being generated or made. Volume of stereos and musical instruments shall at all times be kept at a sound level to avoid disturbance to others.

5. Hallway Restrictions

- a. No owner, lessee, or guest shall play in the hallways with recreational equipment unless accompanied by a parent or guardian over the age of 21 and play in a manner which does not cause damage to the common areas. The following restricted items include but are not limited to bikes, tricycles, scooters, skateboards, rollerblades, skates, etc.

**III. ADMINISTRATIVE**

- A. Emergency Entry:** The Community Manager or other authorized persons are authorized to enter into any unit for any emergency that causes damage to any unit or building.
- B. Interpretations:** Should any Rule or Regulation be susceptible to two interpretations, one of which would render the Rule or Regulation valid under the law and the other which would render it void, the interpretation rendering the Rule or Regulation valid shall apply as the interpretation intended between the owner and the Association. Should any Rule or Regulation be held void as a matter of law by any court or administrative agency of competent jurisdiction only that rule shall be rendered void, and all other Rules and Regulations shall remain valid and enforceable.
- C. No Waiver:** No waiver by the Association, the Board of Directors thereof, or its agents or employees of any provision of these Rules and Regulations shall be deemed a waiver of any other provision hereof or of any subsequent breach of the homeowner of the same or any other provision. The Association's or Board of Director's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of the Association's or Board of Director's consent to or approval of any subsequent act by the homeowner. The acceptance of Association assessments by the Association shall not be a waiver of any preceding breach by the homeowner of any provision hereof, other than the failure of the homeowner to pay the particular dues so accepted, regardless of the Association's or the Board of Directors' knowledge of such preceding breach at the time of acceptance of such dues.
1. Failure to enforce any provision of the Declarations, Bylaws and Articles of Incorporation and these Rules and Regulations shall not operate as a waiver of any such provision or of any other provision of these documents )Declarations, Article 9.k).
- D. Right to Amend:** The Association shall have the right to add to or amend these rules from time to time as deemed necessary.
- E. Covenant Violation Enforcement Policy:**
1. Notice of Alleged Violation: The Board shall provide Notice of the alleged violation of any provision of the Declarations, Bylaws, Rules and Regulations, or Architectural Guidelines to the applicable Owner as soon as reasonably practicable following receipt of a complaint. The Board may also, at its option, provide a copy of such Notice to any non-owner violator. The Notice shall describe the nature of the violation and shall further state that the Board may seek to protect its rights as they are specified in the Legal Documents.
    - a. First Notice: Notice giving the nature of the alleged violation, 10 (ten) days to correct to state that immediate compliance is required, depending on the violation and the proposed sanction to be imposed. If a homeowner disagrees with the alleged violation, they must appeal in writing, within 10 (ten) days of the date of the letter, to the management company,. The Board will set a date on which the homeowner can be heard to review the issue. The Notice shall include that a fine of \$100.00 may be imposed for non-compliance.
    - b. Second Notice: Notice that a \$100.0 fine has been assessed to the owner's account and providing time frame for compliance, opportunity to appeal in writing, within 10 (ten) days from the date of the letter, to the management company, to be heard by the Board and notice that a fine of \$200.00 may be imposed for non-compliance.

- c. Third Notice: Notice that a \$200.00 fine has been assessed to the owner's account and providing time frame for compliance, opportunity to appeal in writing, with 10 (ten) days from the date of the letter, to the management company, to be heard by the Board and notice that a fine of \$300.00 may be imposed for non-compliance.
- d. Fourth Notice: Notice that a \$300.00 fine has been assessed to the owner's account and providing time frame for compliance, opportunity to appeal in writing, within 10 (ten) days from the date of the letter, to the management company, to be heard by the Board, and notice that the Board may pursue legal action for non-compliance
- e. Non-compliance after Fourth Notice: Refer to attorney for legal action.

2. Board to Conduct Hearing:

The Board shall hear and decide cases set for hearing pursuant to this policy and procedure. The Board may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings.

3. Conflicts: Any Board member is incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the Board President prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing board.

4. Hearing: The Board shall inform the Owner of the scheduled time, place and date of the hearing, providing that the Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board by reading the Notice of Alleged Violation. Each party may make opening statements, may present evidence and testimony, may present witnesses, and may make closing statements. Neither the complaining party nor the Owner must be in attendance at the hearing. However, the decision of the Board at each hearing shall be based on the matters set forth in the Notice of Alleged Violation, Request for Hearing, and such evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearing shall be open to attendance by all members of the Association.

5. Decision:

After all testimony and other evidence has been presented to the Board at a hearing, the Board shall render its written findings and decision, and impose a reasonable fine, if applicable, within 10 (ten) days after the hearing. A decision, either a finding for or against the Owner, shall be by a majority of the Board in attendance at the hearing.

Notwithstanding any provision of this fine schedule or Policies or Procedures, the Association may use any legal means available at any time to enforce the terms of the Declarations, Bylaws, Rules and Regulations, Architectural Guideline, or any other governing document of the Association.

6. Fine Late Fees: If, after the hearing, the accused is found to be in violation, the fine imposed at the hearing shall be due within 30 days.

The undersigned President of the Sawgrass Condominium Association, Inc. does hereby certify that the above and foregoing Rules and Regulations were duly adopted by the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, at a duly called regular meeting of the Board

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
President