

**THE SADDLEBROOK FARM HOMEOWNERS
ASSOCIATION, INC.**

RULES and REGULATIONS

Effective: November 14, 2014

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ARTICLE I: INTRODUCTION

Section 1.01: Basis for Rules and Regulations

These Rules and Regulations are intended to assist homeowners in The Saddlebrook Farm to understand and comply with those policies set forth in the Declaration of Covenants, Conditions and Restrictions of The Declaration of Covenants, Conditions and Restrictions of Saddlebrook Farm which was recorded in the records of the Douglas County Clerk and Recorder's office on February 19, 1987 at Reception number 8704917 ("Declaration"). The Declaration Article IX(16) authorizes the Association to adopt Rules and Regulations to interpret and implement the provisions in the Declaration.

Section 1.02: Master and Supplemental Declarations

The Master Declaration for The Villages of Parker was recorded on February 18, 1987 at Reception 8704909 ("Master Declaration"). The Master Declaration is a document containing covenants, conditions, and restrictions governing the use of property within Canterbury Crossing. Particular areas or groups of lots become part of the area governed by the Master Association and subject to the Master Declaration and Rules and Regulations (the "Master Association Area") by annexation pursuant to the Master Declaration and/or a supplemental declaration (the "Supplemental Declaration"). The Master Declaration and the Saddlebrook Farm Declaration are recorded with the Clerk and Recorder's Office of Douglas County Colorado and copies are available for viewing or are available on the Association website at www.canterberrycrossinghoa.com. Each homeowner should review and become familiar with both the Master Declaration and the Saddlebrook Farm Declaration. Nothing in these Rules and Regulations can supersede or alter the provisions or requirements of the Saddlebrook Farm Declaration.

Section 1.03: Applicable Rules

In addition to the Master and Saddlebrook Farm Declarations and these Rules and Regulations, homeowners should review and become familiar with the Responsible Governance Policies and Architectural Guidelines for The Saddlebrook Farm as well as the Master ARC Guidelines, Master Responsible Governance Policies and Master Rules and Regulations. Any proposed improvement to property within the Saddlebrook Farm shall require approval by both the Architectural Review Committee (ARC) for The Saddlebrook Farm as well as from the Master ARC.

Section 1.04: Canterbury Crossing Development Guide

A Planned Community District Development Guide for Canterbury Crossing (the "Development Guide") was approved by the Board of Trustees, Town of Parker, Colorado on January 30, 1984, and amended by Town Council in subsequent years. The Development Guide is recorded with the Clerk and Recorder of Douglas County. The Development Guide defines permitted uses in the various areas of Canterbury Crossing and contains some provisions which could affect Improvements by homeowners. The Development Guide

establishes, among other things, minimum lot area and, in some cases, minimum lot width, minimum front yard, side yard, and rear yard distances (i.e., "set backs") and maximum building height. The Development Guide identifies permitted accessory buildings and uses and sets development standards for accessory buildings including, among other things, special set back requirements for swimming pools. The Development Guide also contains specific standards pertaining to off-street parking. Homeowners are required to utilize their property in compliance with the Development Guide and any amendments thereto.

Section 1.05: Governmental and Other Regulations

Approval by The Saddlebrook Farm' ARC does not constitute assurance that the Improvements comply with the Master ARC guidelines, applicable building codes, permitting or other governmental requirements or regulations. For information about Town of Parker regulations, homeowners may write or call the Building Department of the Town of Parker, 20120 East Mainstreet, Parker Colorado 80138-7334, (303) 841-0353.

Section 1.06: Common Areas

The Board of Directors of The Saddlebrook Farm governs the use and control of the Association's Common Areas.

Section 1.07: Architectural Guidelines

The Association has adopted specific Architectural Guidelines that apply to your Property. You may obtain a copy from www.canterberrycrossinghoa.com or at the Association's main office.

Section 1.08: Responsible Governance Policies

The Association has adopted a set of Responsible Governance Policies as required by Colorado law. You may obtain a copy from www.canterberrycrossinghoa.com or at the Association's main office.

ARTICLE II: SPECIFIC RESTRICTIONS AND RULES

Section 2.01: Vehicles

A. Vehicles, Motor Homes, Campers, Recreational Vehicles, Trailers.

The Saddlebrook Farm Declaration provides that no house trailer, camping trailer, boat trailer, hauling trailer, boat or boat accessories, trucks larger than 3/4 ton (carrying capacity), recreational vehicle, jet ski, or other recreational equipment whether located on or off supporting vehicles, or any commercial vehicle as defined below (collectively, "Restricted Vehicles") may be parked or stored anywhere in the Association, except in garages or screened from view, and in an emergency or as a temporary expedience.

1. A “Commercial Vehicle” is defined as:

- (i) Trucks weighing greater than 5 tons GVWR (combined load-carrying and truck weight);
- (ii) A vehicle that is provided by one’s employer for use in the employee’s employment;
- (iii) A vehicle on which any advertisement, logo, contact information or other signage is affixed, other than the factory-installed name plates identifying the make and model of the vehicle;
- (iv) A vehicle used by an Owner for his own business or commercial purposes, except vehicles that do not otherwise exceed the size and other limitations described below and do not contain any material set forth in (ii) above are permitted;
- (v) Non-standard vehicles/pick-up trucks (modified) will be construed as a Commercial Vehicle unless the owner has received a written exemption in advance of parking or storing such vehicle by the ARC.

2. If there is an emergency, the owner of the property must obtain approval, in writing, from the ARC before parking a Restricted Vehicle in The Saddlebrook Farm outside a garage or storage area. The application to the ARC must specify the type of vehicle and the general nature of the emergency requiring the exemption. In no event shall such emergency parking or storage continue for more than a single twenty-four (24) hour period one time every four months. The written request for approval submitted to the ARC shall set forth the time and date such temporary or emergency parking or storage will commence and when it will terminate.

3. Under §38-33.3-106.5(d), C.R.S., certain emergency vehicles are exempt from this article. If a homeowner claims entitlement to this exemption, they shall submit in writing proof of such entitlement acceptable to the Association, proof shall consist of but may not be limited to written verifiable communication from the company providing such emergency services. The homeowner must, at least annually or sooner if circumstances change, update and resubmit the submission of proof of entitlement to this exemption to the Association.

4. If there is a need to park or store any Restricted Vehicle as a temporary expedience, the owner of the property must obtain prior approval, in writing, from the ARC. Such temporary parking or storage may extend for a *maximum* of a single seventy two (72) hour period one time every four months. The written application for approval submitted to the ARC shall set forth the time and date such temporary parking or storage will commence and when it will terminate. Supporting documentation that details the purpose for the exemption is required to be submitted with the application for approval. In general, the only acceptable reasons for temporary parking or storage relate to seasonal start-up or shutdown of the vehicle.

5. Any Restricted Vehicle parked or stored without such prior written approval may be towed at the sole expense of the owner.

6. This section shall be construed to apply to property owners, guests and tenants.

7. Any and all designated "public" parking or storage areas within The Saddlebrook Farm, if any, will be defined by the Board of Directors. An owner who parks or stores a Restricted Vehicle pursuant to written approval as set forth above assumes the sole responsibility for the use of such areas, any damages to these areas, and any loss or damage to the vehicles parked or stored on these areas.

8. Restrictions applicable to all Owners' vehicles as follows:

(a) The equipment that can be permanently (more than 24 hrs) mounted on the exterior of any vehicle, including any and all peripheral equipment (such as sport/utility racks), shall be limited in height and may not exceed twelve (12") inches in height above the vehicle roofline.

(b) The length of said racks shall be restricted to the rear bumper and to the front of the vehicle roof at the windshield.

(c) Racks shall not extend in width past the vehicle mirrors.

(d) Standard "off the lot" pick-up trucks shall be restricted in the physical size of the equipment that can be mounted above the truck sides (gunnels) and shall not exceed twelve (12") inches in height. Vehicles exceeding these standards shall be conclusively deemed to be Commercial Vehicles.

(e) Manufactured tops (commonly referred to as truck caps or toppers) are permissible but shall not exceed the cab height of the truck by more than twelve (12") inches and shall not contain permanently-installed "RV type" equipment. Vehicles exceeding these standards shall be conclusively deemed to be Commercial Vehicles.

(f) Owners may not store vehicles covered with tarps or car covers anywhere within public view.

9. Open-air utility racks (must be less than 12" non-enclosed type) shall have all equipment and materials removed and stored (nightly) so as not to be evident to public view while vehicles are parked or stored within the Association. Vehicles exceeding these standards shall be conclusively deemed to be commercial vehicles.

10. The ARC reserves the right to but is not required to grant exemptions to the

above Rules and Regulations when enforcement would be unreasonable or unduly harsh under the specific circumstances presented. It is the responsibility of the property owners, guests and tenants to submit applications for approval or exemption prior to parking or storing any vehicle described above within the Association.

B. Abandoned/Inoperable Vehicles.

1. According to the Declaration Article IX(9)(b), no abandoned or inoperable vehicles of any kind shall be stored or parked within the Association boundaries except in garages.

2. An abandoned or inoperable vehicle shall be defined as any automobile, truck, motorcycle, van, trailer, horse trailer, camper, recreational vehicle or vehicle for carrying passengers, goods or equipment, which has not been or is not capable of being driven under its own propulsion for 72 hours or longer, which does not have an operable propulsion system.

3. If the Association determines that a vehicle is abandoned or inoperable, a written notice shall be delivered to the owner of the vehicle, if the owner can reasonably be determined. If the owner cannot be determined, the written notice will be placed on a conspicuous place on the vehicle.

4. If the abandoned or inoperable vehicle is not removed within 72 hours after the notice is delivered to the owner or placed on the vehicle, the vehicle may be towed at the sole expense of the owner.

5. If an owner is ill or plans to be out of town on a short-term basis, the owner may request an exemption in advance, in writing, from the ARC. Such request must identify the dates such vehicle will remain parked without being moved, the reasons therefore, and the date upon which such vehicle will be moved.

C. Vehicle Maintenance/Repair

The Declaration Article IX(9)(d) provides that no vehicular maintenance and/or repair is permitted unless conducted in a completely enclosed structure which screens both sight and sound of the activity from neighboring properties. However, activities such as cleaning, washing, waxing, or similar maintenance may be performed as long as it is completed in less than a single 24-hour period. It is the owner's responsibility to ensure proper disposal of any debris or fluids.

Section 2.02: Household Pets-Exotic Animals, Snakes, Predators or Raptors

1. No animals, livestock, birds, poultry, reptiles or insects of any kind may be raised, bred, kept or boarded in the property except for Domestic Pets (defined below).

2. Animals may not be kept for any commercial purpose. The Association shall

determine in its sole discretion whether Domestic Pets are being kept for commercial purpose.

3. In its consideration of whether the possession of an exotic animal, snake, predator or raptor by a homeowner within The Saddlebrook Farm constitutes a violation of Article IX(6) of the Declaration, the Board shall review on a case by case basis whether the following requirements have been satisfied by the subject homeowner:

(a) The owner must provide written notice, in advance, to the Board of the owner's desire to keep such animal as a pet.

(b) Along with such Notice, the owner shall provide to Board:

i. True and correct copies of any required licenses issued by all applicable regulatory agencies including but not necessarily limited to, the Colorado Division of Wildlife and the U.S. Department of Fish and Wildlife;

ii. True and correct copies of all correspondence to/from such agencies relating to said licenses; and

iii. A certification by the owner of his/her obligation to notify the Association within ten (10) days of any revocation, cancellation or other change in status of said licenses.

(c) The owner must execute a Release of Liability, Hold Harmless and Indemnification Agreement for the benefit of the Association.

(d) The owner must provide copies of his/her current homeowners insurance policy to the Board, which policy shall contain such minimum amounts of insurance as the Board deems appropriate, together with such other provisions of coverage which the Board deems appropriate in its sole discretion.

4. Domestic Pets are defined as cats, dogs, caged birds and small, caged domestic rodents. Chickens and any variety of pig shall be considered livestock and are prohibited.

5. The number of allowable Domestic Pets will be determined by the Town of Parker ordinance unless the animal(s) create a nuisance.

6. The Board will determine in its sole discretion whether any animals are being kept in such a manner as to constitute a nuisance.

7. Pets may not be chained, leashed or tethered to any object on the common elements.

8. Pets shall not cause any property damage or injury on common elements.

9. All pet waste on common elements must be picked up and disposed of by the Owner.

10. Penalties for violation of this section may include permanent removal of the animal(s) from the property, as well as fines, among other things.

11. Owners shall be responsible for the costs of any damage caused by their animals as well as costs incurred by the Association which shall be collected as Assessments.

Section 2.03: Signs

1. No sign, advertising, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Association, so as to be evident to public view, except such signs as may be approved in advance, in writing, by the ARC, as authorized by the Town of Parker's sign code (real estate signs and garage sale signs), and as set forth below. The more stringent requirements of either the Declaration or the current Town of Parker Ordinances shall apply.

2. An "advertising device" shall include all vehicles of property owners, guests and tenants living in the community on which signs or other displays are mounted, attached or painted that contain "advertising" as defined below. The advertisement restriction on vehicles does not include original vehicle manufacturing emblems, lettering or graphics (i.e. Ford, Chevy, Honda, etc.).

3. "Public view" includes streets, sidewalks, adjacent properties and/or all common areas within the community.

4. "Advertising" is defined as signage, logos, slogans, color schemes, company names, telephone numbers, website addresses, etc., displayed for the public promotion of a business, service, product, idea, or event, in order to attract or increase interest in it.

5. Political Signs expressing political beliefs and opinions shall not be prohibited, but shall be limited in size, number and dimension as set forth below.

6. Vehicles that contain advertising as defined above shall: 1) be stored in the homeowner's garage (hidden from public view) or 2) the advertisement must be completely covered at all times when the vehicle is parked in public view. *See also* section 2.01 above.

7. Exceptions:

(a) This Rule includes any real estate "Home for Sale or Lease" signage that is located off the Privately Owned Site. However, "Open House" signs that are displayed within a 1 mile radius of the home for sale or rent and located on common element property, erected no more than 24 hours prior to such open house, and removed promptly (same day) at the end of the Open House event, are permitted.

(b) New Home/Builder Signage will be allowed during the build-out period only. Build-out is defined as a period of time in which a specific homebuilder is actively constructing homes in the community. Multiple signs within close proximity to each other are not acceptable. Close proximity is defined as within 200 yards.

(c) Single and Neighborhood Garage sale signs are permitted. This type of signage is restricted to placement 24 hours prior to the event and removal within the same day of its completion. Signs may not be erected on street signs/ poles and must not be located closer than 15' from any public road.

8. Guidelines

(a) Real Estate, garage sale, or political (as defined in §38-33.3-106.5, C.R.S.) signs must strictly comply with the following guidelines:

- Political signs may be no more than 36" by 48" in size;
- Real estate and garage sale Signs must have a maximum size of six (6) square feet surface area; signs must be a maximum of four feet (4') off the ground;
- signs must be a minimum of fifteen feet (15') inside the property line on all sides;
- Only one (1) real estate or garage sale sign per lot is allowed;
- Only one (1) political sign per contested office or ballot issue per lot is allowed; and
- A political sign cannot be erected prior to forty-five (45) days from the election and must be removed within seven (7) days after the election.

9. The Association reserves the right to grant exemptions to the above Rules and Regulations when enforcement would be unreasonable or unduly harsh under the circumstances. It is the responsibility of the property owners, guests and tenants to make application for exemption prior to displaying any questionable advertisement in The Saddlebrook Farm.

Section 2.04: Trash

1. Declaration Article IX(14) provides that no refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored, or allowed to accumulate on any lot except in a container for the storage or disposal of such materials.

2. Trash should not be placed on the street for pickup prior to the evening before removal.

3. Roll-off type dumpsters must have ARC approval before being parked within the boundaries of the association. The dumpster should be parked on the driveway of the residence. If the dumpster is located on the street, permission must be obtained from the Town of Parker. The dumpster must be removed within 30 days of being placed on the resident's property.

4. Trash, garbage, bottles, cigarette butts, etc. shall not be left anywhere on the common elements outside appropriate trash containers.

Section 2.05: Maintenance of Property

1. Article IX(17) of the Declaration require that all Owners maintain their property in a clean, safe, attractive and sightly condition at all times.

2. No equipment, objects, or conditions, including but not limited to, snow removal equipment, trash, construction and landscape materials, may be left within view of the street or neighboring properties except when in use. Otherwise, all such items must be stored in an enclosed, approved structure.

3. Violation of this requirement entitles the Association to enter onto the Lot and perform required maintenance and/or repair, after notice and opportunity for a hearing pursuant to the Association's covenant enforcement policy.

4. Examples of maintenance and repairs that the Association may enter onto the Lot to perform are painting of the home, clearing weeds, etc.

5. If the Association enters onto the Lot and performs maintenance or repairs, the costs of such work may be levied against the Owner as part of the Assessment.

Section 2.06: Leases

1. Article IX(18) of the Declaration provides that all leases:

- (a) must be in writing;
- (b) must be provided to the Association;
- (c) must provide that the tenant is subject to all provisions of the Declaration, Bylaws, Rules and Regulations, Architectural Guidelines; policies and procedures; and
- (d) must be for a term greater than 30 days.

2. Leases must be provided to the Association within 30 days of the inception of the tenancy.

3. Tenants must be provided a copy of the above governing documents.

4. Acts or omissions of tenants that cause loss to the Association are the

responsibility of the Owner and will be assessed to the Owner accordingly.

Section 2.07: Notification of Owner's Address

1. All Owners are required to provide written notice of their current residence address within 30 days of the time they acquire ownership of any Lot.

2. All Owners must thereafter provide written notification to the Association within 30 days of any change of address.

3. If no address is provided in writing to the Association initially or after a change of address as required, the Association may mail all notices and other documents to the property address only. The Association shall not be required to conduct any research to determine the Owner's address and shall not be required to mail notices to address found in any conveyance deed or government website such as the Assessor's website.

Section 2.08: Dog Runs

1. No dog runs of any kind are permitted.

Section 2.09: Temporary Structures

1. No house trailer, tent, shack, storage shed, outbuilding, lean to or other structure may be placed or erected on any property. *See Declaration Article IX(7).*

2. No wood piles or storage areas may be located within public view or adjacent to any fence maintained by the Association. *See Declaration Article IX(8).*

ARTICLE III: USE OF COMMON ELEMENTS

The Association has the duty to keep common elements within the Saddlebrook Farm in a safe, attractive and desirable condition for the use and enjoyment of the members and the power to adopt rules deemed necessary or desirable for such use and enjoyment.

Section 3.01: Loss Caused by Owner, Tenants and Guests

Any damage or destruction of Association property or any act or omission causing loss of any kind to the Association, including insurance deductibles or uninsured losses caused by the negligence of an owner, his tenant or guests, shall be assessed to the Owner after notice and opportunity for a hearing in compliance with the Association's Covenant Enforcement Policy.

Section 3.02: Regulation of Use

1. The Association may condition the use of any Association properties upon the payment of fees, execution of Liability Waivers, provision of additional insurance naming the Association as an additional insured, and regulating time and manner of use.

2. Club or private sports teams must obtain the advance written approval and satisfy any insurance or other requirements imposed by the Association before using any common elements, including but not limited to, all parks and pools within the Association.

Section 3.03 Smoking

1. Marijuana may not be smoked on common elements within the Association Area.
2. Litter from tobacco cigarettes such as cigarette butts and the like, must not be left on Association properties.

CERTIFICATION:

The undersigned, being the President of the Board of Directors of The Saddlebrook Farm Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that these Rules and Regulations were adopted by Resolution approved by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on November 14, 2014 and in witness thereof, the undersigned has subscribed his/her name.

**THE SADDLEBROOK FARM HOMEOWNERS
ASSOCIATION, INC.,**
a Colorado non-profit corporation

By: Theron Thoms II
Its: President