

Cascade Village Community Association
Effective 07/08/2022

1. **GENERAL RULES.** The Owner's Association of Cascade Village Community ("Association"), acting through its Board of Directors, has adopted these Rules and Regulations ("Regulations"). These Rules and Regulations replace and supersede any Rules and Regulations previously adopted by the Association. The Rules and Regulations may be amended from time to time by resolution of the Board of Directors or by a vote of the general membership.
2. **RULE LIMITATIONS.** These Regulations are supplemental to and not in lieu of provisions governing the condominiums which are set forth in the Declaration and Bylaws of the Association. To the extent of any inconsistency between any of the foregoing, the following shall prevail in the order noted: The Declaration, the Bylaws, and these Regulations.
3. **CHANGES.** The Association reserves the right to alter, amend, modify, repeal, or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or Board of Directors.
4. **OWNERS.** Except as otherwise provided herein, any reference made to "Owner" or "Owners", shall apply to the Owner of any Unit, to his family and/or tenants whether or not in residence, employees, agents, visitors, and to any guest, invitees or licensees of such Owner. Wherever in these Regulations reference is made to the "Association", such reference shall include the Association, the Board of Directors, Manager, and Association Employees acting on behalf of the Association.
5. **ENFORCEMENT BY OWNERS.** No Owner shall attempt to enforce these rules and regulations or exert control over another owner. Complaints of rule violations by Owners shall be made in writing to the Association.
6. **PROPERTY LIMITATION.** Owners shall comply with all the Regulations hereinafter set forth governing the buildings, balconies and decks, driveways, recreational areas, grounds, parking areas, roadways, general common areas, and common areas of the condominiums, Cascade Creek and Twilight Meadows.

RESTRICTIONS ON USE

7. **ANTENNAS.** Radio or television antenna and satellite dishes which are one meter or less in diameter are permitted in a location controlled by the Unit Owner and which does not encroach on a Common Element or a neighbor's property, does not present any safety hazard, does not void or diminish roofing warranties or interfere with snow removal activities. Owners of Condominium Units shall ask for permission in writing and explain to the Association the location of where the dish will be installed. The Association has the final approval or disapproval of placement consistent with applicable federal, state and county laws or regulations. Federal Communications Commission regulations and these Regulations in relation to the Cascade Village Condominium Units. Cascade Creek Units and

other neighborhoods shall not require permission of the Association. The Association will notify the Unit Owner in writing of its decision.

8. **ASSOCIATION INSURANCE.** Nothing shall be done or kept in any Unit or in the Common Elements, which will increase the rate of insurance for any of the buildings or contents thereof applicable for residential use without prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any of the buildings or contents thereof or which would be in violation of any federal, state or county law, ordinance or regulation. No gasoline or other explosive or flammable material may be kept in any Unit or storage area except for approved propane tanks used solely for approved propane grills.
9. **CHARCOAL GRILLS.** Charcoal grills are not permitted on Cascade Village property including decks or balconies of Cascade Village condominiums, townhomes and/or houses. A Cascade Village-owned charcoal grill may be made available in the pond area when fire restrictions allow.
10. **EXTERIOR DISPLAY.** No Owners shall cause or permit anything to be hung, displayed or seen by persons located on the exterior of a Unit or in Common Elements appurtenant thereto, whether the object is viewed through or upon windows, doors, roofs, or walls of such Unit. Exceptions include bird feeders, hanging flower boxes, the American flag no larger than 36” by 48” and Service Flags permitted by Colorado Statute. The American Flag and Service Flags shall be displayed in accordance with the federal Flag Code. The Association has the final ruling on the appropriate display of any such item and has the right to inform the owner if any item is inappropriate according to the guidelines. The Prohibition herein includes, without limitation, laundry, clothing, rugs, signs, pictures, banners, displays, awnings, canopies, and shutters. No clothesline, clothes rack, or other device may be used to hang any items on any balcony or deck, nor may such devices be used anywhere within the Common Elements except in such areas as may be designated specifically for such use by the Board of Directors. Balconies, carports, and decks shall not be used as storage areas. Only patio furniture, propane grills and potted plants may be placed on balconies/patios and must be removed during winter months. Political signs may be displayed as allowed by law. Only one sign per unit per office or ballot measure is permitted and it must be no larger than 36” by 48”. The sign may only be displayed in the window of owner’s unit and not displayed earlier than 45 days before election or later than 7 days after election. Holiday seasonal décor may be displayed between Thanksgiving and January 15th.
11. **FIRE SAFETY.** It is the responsibility of each Owner to install, maintain and inspect smoke detectors, carbon monoxide detectors and one fire extinguisher (type 2A10BC) in prescribed locations as per State Statute and Fire Marshal. False alarms in which the fire department is dispatched may be subject to fines issued by the Fire Marshall. These fines will be billed to the condo unit owner.
12. **GLASS.** Glass containers are prohibited on the tennis court and the hot tub deck as well as in the exercise room and pool area.

13. **ILLEGAL ACTIVITY.** No Unit shall be used for any unlawful purpose as defined by federal, state and county laws and regulations. No Owner shall do or permit any unlawful act in or upon his Unit.
14. **LANDSCAPING.** The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without prior written consent of the Board of Directors. No fence may be erected around or on the Common Elements.
15. **LIMITATIONS OF OWNER PRIVILEGE.** No Unit Owner may transfer or assign to any other person any rights, privileges, liabilities or responsibilities that are exclusively granted to the Owner by virtue of his/her ownership of any unit.
16. **NOISE.** No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein which may constitute an annoyance to other owners. No owner shall make or permit any disturbing noises, or do or permit anything, which will interfere with the right, comforts or convenience of other Owners. All Owners shall keep the volume of any radio, television or musical instrument in their Units sufficiently reduced at all times so as not to disturb other Owners. No Owner shall operate or permit to be operated any such sound producing devices whatsoever between the hours of 10 p.m. and 7 a.m. if such operation shall disturb or annoy other occupants of the buildings.
17. **PETS.** The Board of Directors define pets as dogs, cats or birds. Owners and their immediate family may only have 2 dogs, 2 cats and 2 birds. No other type of animal will be allowed on the premises. Renters are not allowed to have pets or any other animal on the premises. Animals may not be kept for any commercial purposes. Pets shall not be left unsupervised on decks at any time. Pets must be kept on leash six feet or shorter whenever they are outside of the unit. Owners must pick up waste immediately upon deposit. Owners are subject to discipline according to these Rules and Regulations for any violation of any rule committed by any pet which occupies an Owner's unit. If a pet exhibits behavior which constitutes potential or actual significant danger to other pets or persons on the Cascade Village premises, the County Sherriff or Animal Control will be notified immediately. The Association shall, if necessary, investigate the incident(s) and determine any additional necessary responses to ensure that no further danger to persons or pets located at Cascade Village will occur in the future.
18. **PROPERTY DAMAGE.** Any damage to the building, recreational facilities, other owners' property or Common Elements or equipment caused by an Owner as defined in the section entitled GENERAL, paragraph 4 shall be repaired at the expense of the titled Owner of the unit in which the person(s) who caused said damage resides.
19. **RECREATION.** All persons using any of the recreational facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No Owner shall make any claim against the Association, its servants, agents or employees, for or because of any loss or damage to life, limb or property sustained or in connection with any such use of any of the recreational facilities. Each Unit Owner shall hold the Association harmless from any and all liabilities and any

action of whatsoever nature by any tenants, guests, invitees or licensees of such Unit Owner growing out of the use of recreational facilities.

20. RENTING, LEASING AND GUEST USE.

Whenever an Owner rents, leases, or allows Guests to use a Unit, the Owner or his/their representative (e.g. Property Management Company) shall notify the Guests or Tenants of the following: (I) The Guests or Tenants are required to comply with the Association's Governing Documents, including the Rules and Regulations. Violation of these Rules & Regulations by guests or tenants subject the Unit Owner to any applicable fines that might be imposed.

21. LONG TERM LEASES. All leases shall be in writing and shall require the Lessee to comply with the Association's Governing Documents, including the Rules and Regulations.

22. RESIDENTIAL USE. No part of the Condominiums, townhomes, or houses shall be used for any purpose except housing and the common purposes for which the Units were designed.

23. SMOKING AND DRUG USE. Smoking of Tobacco or Marijuana or the use of any other substance declared illegal by Colorado state law is prohibited in any common area location on Cascade Villages premises. Smoking on decks or in a Unit in which smoke intrudes into other units or other decks is not permitted. No use of any drug or other substance in contravention of the laws of the State of Colorado may be possessed or consumed in any manner on the premises of Cascade Village whether in common area or in an area solely controlled by an Owners except as permitted by the State of Colorado. Per the Declaration, no marijuana may be grown and/or processed on the premises of Cascade Village.

24. STATE OF REPAIR. Each Owner shall keep his or her Unit in a good state of preservation, repair and cleanliness and shall not sweep or throw any dirt or other substance from the doors, windows, decks or balconies thereof.

25. STRUCTURAL MODIFICATION. Nothing shall be done in any Unit or in, on, or to the Common Elements which may impair the structural integrity of any building, or which may structurally change any of the buildings; nor shall anything be altered or constructed in or removed from the Common Elements except upon prior written consent of the Board of Directors. Modifications to units which require the alteration of any support wall, common wall, ceiling or exteriorly visible object must be approved by the Board of Directors pursuant to Article 10 of the Declaration and completed within a year of approval. Owners must notify the Association of any modification to the electric or plumbing systems. All Electrical and Plumbing work must be carried out by professionals licensed by the State of Colorado or applicable authority.

26. SUPERVISION OF CHILDREN. The pool and exercise room shall be used in accordance with the manufacturer's recommendations. Unless accompanied by an adult, children under the age of 12 are prohibited from using the exercise room, hot tubs or pool and from playing around the pond or any other Common Element where their safety is endangered. Children 5 and under are not allowed in any of the hot tubs.

27. **TRASH.** All garbage and trash must be placed in the containers provided by the Association and no garbage or trash shall be placed elsewhere on the Common Element. No construction waste is allowed in garbage containers provided by the Association.
28. **TEMPERATURE OF UNITS.** Owners will maintain a sufficient temperature in the interior of their units to prevent pipes from freezing, broken pipes and damage to other units and the Common Element. Owners should inform all guests instructions on how to prepare the Unit upon departure.
29. **USE OF THE COMMON ELEMENTS.** Use of the Common Elements by anyone other than owners, their tenants and guests is prohibited. No owner may change or modify a Common Element or take it for their personal use. Hallways, entrances and stairways may not be blocked or used for storage. No balcony, carport, or deck shall be enclosed or covered by any awning or otherwise without prior consent in writing of the Board of Directors.
30. **USE OF FIREWOOD.** Firewood is to be used for ambience purposes only. It is not to be used as a primary or secondary heat source for a Unit.
31. **EMPLOYEE ASSISTANCE TO OWNERS.** No owner shall request, and no Association employee shall agree to assist an Owner in performing any private purpose task of an owner. If the Owner believes that he/she is in need of assistance from an Association Employee, then that occupant shall make a request to the Association's authorized representative.

PARKING AND STORAGE

32. **PARKING.** No Owner or guest may use more than two parking spaces on the property. All parking spaces are unassigned. All Owners and guests shall observe and abide by all parking and traffic regulations as posted by the Association or by Management. Parking so as to block sidewalks, emergency or service entrances, or driveways shall not be permitted. The Owner shall indemnify the Association against any liability, which may be imposed as a result of such illegal parking, and any consequences thereof. Vehicles parked, or personal property stored, in violation of any such regulation may be towed away at the Owner's or guests' risk and expense. No vehicles shall be parked on the Common Elements with "For Sale" signs attached. No repair work will be performed on vehicles at Cascade Village. Vehicles shall not be stored long term on the property without written approval by the Management. No approval will be given to owners, who rent or lease their units, to store any vehicle or personal property. No inoperative vehicle shall be parked on the property.
33. **PARKING OF BUSES, BOATS, TRAILERS, RV'S and ATV'S.** Unless otherwise authorized by the Association, the parking areas may not be used for any other purpose than parking of licensed vehicles. Any vehicle which exceeds the size of the parking space, must park in only those areas specially designated by the Board of Directors. Parking of any such vehicle shall be limited to no more than one (1) consecutive week in any one (1) month unless a waiver is granted by the

Association. Overnight habitation in any vehicle anywhere on Cascade Village property is prohibited. All vehicles must have current license plates and be in operating condition. No ATV/OHV or other vehicle which is not licensed for use on the public roads of Colorado and is not in use for the maintenance and repair of Cascade Village property may be operated on the Cascade Village premises. All such vehicles may only be transported on a suitable trailer properly licensed for operation on the public roads of Colorado.

34. **PROPERTY STORAGE.** All personal property placed in any portion of any building or any place appurtenant thereto, shall be at the sole risk of the Unit Owner, and the Association shall in no event be liable for the loss of, destruction of, theft of or damage to such property. No personal property may be stored in hallways, outside of unit 'summer door' area, nor in any garage.
35. **BICYCLE STORAGE.** Bicycles shall only be stored on the bicycle rack as provided in each garage or within the unit.

ENTRY INTO UNITS

36. **ENTRY OF UNITS.** For the purposes of exercising and discharging their respective powers and responsibilities agents of the Association, may enter any Unit in the buildings at any reasonable hour of the business day after 24 hours notification. In case of emergency, entry may be immediate without advance notification. After such an emergency entry, notification must be made to the owner within 24-hours. After the purpose for unit entry has been completed, the unit will be inspected by the Association representative and the owner will be notified by email or other means that the unit had been entered and that the activity is complete. Owners may waive the right to this notice.
37. **LOCKS.** Owners shall purchase and install unit entry door locks which are able to be opened by a single master key in possession of the Association or provide a copy of their key and/or entry code to the Association which is usable by any emergency first response provider. No Owner shall alter any lock or install additional locks on any entry doors of a Unit without providing a copy of their key and/or entry code to the Association.

SUSPENSION OF RIGHT TO USE RECREATIONAL FACILITIES

38. **COMPLAINTS.** Complaints regarding the management of the Condominiums or regarding actions of other Owners shall be made in writing to the Association.
39. **PENALTIES.** In addition to all other rights which the Association has for nonpayment of assessments, the Board of Directors shall have the right to bar the use by an Owner of any of the recreational facilities or Common Elements for failure to make payment of any assessments or fees due as provided for in the Governing Documents of the Association.

DISPUTE RESOLUTION

40. **RESOLUTION.** From time to time, owners may find themselves in a dispute with the Association or with another owner. When asked or required to step in, the HOA dispute resolution format is as follows:

- A formal written complaint is submitted to the President of the Board
- If the President deems it a valid complaint, they will create a board committee to hear the dispute (dispute resolution committee) to either formulate a decision or assist in working towards an acceptable outcome for all parties.

FEES AND SPECIAL CASES

41. **LATE CHARGE.** In accordance with the Association's policy regarding Collection of Assessments, a late charge of 5% per month of any unpaid monthly dues in addition to applicable finance charges homeowner assessment will be added to a homeowner's delinquent account. Additionally, any accounting and/or attorney fees as a result of the delinquent account will be added to the delinquent homeowner's account. A lien may be applied to a homeowner's property after becoming 90 days delinquent.

42. **PROOF OF INSURANCE.** Unit Owners shall maintain insurance for the interior of their unit at all times, as per the Declaration.

43. **RULE VIOLATIONS AND ENFORCEMENT.** Violations of any of the Rules and Regulations shall be subject to a warning for the first offense with a written notice to correct the problem. A fine of \$25 will commence for the second offense. If the violation continues, the fine will increase to \$50 for the third offense up to a maximum penalty in the amount of \$100 for the fourth offense. The fine will accrue daily at \$100 if the rule violation is not immediately corrected. See policy SB100, Covenant Enforcement. Hearings may be requested as set forth in the Association's Policy Regarding Enforcement of Covenants.

44. **UNPAID ASSESSMENTS.** The Association will add any unpaid assessments, interest, legal fees and penalties to the assessment bill of the seller (the current property owner) in case of a sale. The Association assumes no responsibility beyond what is required by Colorado Statute concerning the accuracy of the past due accounts and assessments information provided. The Association at its discretion may seek legal enforcement of unpaid assessments, penalties, interest and costs including legal fees which may result in a lien on the property of the responsible owner.

SPEEDING AND UNSAFE DRIVING

45. **SPEED LIMIT.** The speed limit on all Cascade Village common roads is 10 mph. Any speeding will not be tolerated.

46. **UNSAFE DRIVING.** Unsafe driving on all Cascade Village common roads will not be tolerated. Vehicles will be driven in a safe manner as to not threaten to cause harm to pedestrians or damage to property.

For further information and HOA referenced documents go to the website at:
www.cascadevillagehoa.com