

# CT CONDOMINIUM UNIT OWNER HANDBOOK



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**PLEASE ENSURE SADDLE PEAK PROPERTIES OR THE BOARD HAS ALL OF YOUR  
CURRENT CONTACT INFORMATION, INCLUDING MAILING ADDRESS, PHONE AND  
EMAIL ADDRESS**

Dear CT Condominium Owners, Residents and Tenants,

The CT Condominium (aka, CT Condos or CT) Board of Directors is a group of individual CT Condominium Unit Owners who have volunteered to lead, guide and represent our community in a variety of activities and tasks. One of these tasks is to maintain and protect our community grounds and properties (known as general common elements and limited common elements) in an appealing, healthy and attractive manner while providing a safe, peaceful and satisfying community shared by all residents.

We also strive to protect the value of each owner's property and the total financial well-being of the entire community. Properly managing the common areas for the enjoyment and use of all owners and guests and maintaining or enhancing the attractiveness of the physical neighborhood is a common goal.

This Handbook was created by the CT Board of Directors to acquaint you with the CT Condominium community and to answer common questions about living and owning in our neighborhood. It is a compilation of topics, extracted from our Governing Documents to serve as an easily accessible resource. It is intended to help you better understand our respective roles (yours and the Association's) in keeping CT Condominium in excellent condition. As these have evolved over time, it is important to be familiar with those in place now.

Thank you for taking time to read and familiarize yourself with this revision of the CT Condominium Handbook. And please ensure that those who reside in your CT home are aware of this Handbook and its content.

It is our pleasure to serve as your Board of Directors!



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## **GENERAL INFORMATION:**

### **CT CONDOMINIUM BOARD OF DIRECTORS:**

CT Condominiums elects a volunteer Board of Directors every year at its annual meeting, typically held in the fall. Board members serve a term of two years. There are five Board Officers: President, Vice-President, Secretary, Treasurer and Director-at-Large. The work the Board includes, but is not limited to:

- o Applying and enforcing the Declaration, Bylaws and adopted Rules and Regulations (aka Governing Documents)
- o Providing general management, repairs and maintenance of CT Condo General and Limited Common Elements
- o Managing the financial aspects of the Association, including but not limited to, collecting base and reserve assessments (aka, dues), making capital expenditures, entering into contracts and agreements for needed services, adopting and amending budgets, levying and collecting special assessments and fines from owners, purchasing insurance to protect real and personal property, borrowing or investing funds, and paying for legal, accounting, property management and tax services
- o Dealing with local, state or federal agencies, departments and bodies to carry out Board powers, duties and responsibilities
- o Providing a means of hearing owner grievances and responding accordingly

### **PROPERTY MANAGEMENT:**

CT Condominiums is managed by a property management company, Saddle Peak Properties, whose responsibilities include but are not limited to:

- o Financial management and reporting
- o Administrative, record keeping and bookkeeping operations
- o Budgeting and Reserve assistance
- o Covenant (aka CT Governing Documents) assistance and enforcement
- o Board of Directors' operational support including annual meeting coordination
- o Community outreach and communications
- o 24-hour maintenance emergency assistance
- o Maintenance contracting and supervision
- o Assessment and fines collection and lien filings

### **GOVERNING DOCUMENTS:**

CT Condominiums is governed by a set of documents known as Governing Documents. These are:

- o The Declaration, **amended July 17, 2023**
- o By-Laws, **amended July 17, 2023**
- o Rules and Regulations

These documents can be found online on the CT Condo webpage, <https://www.saddlepeakproperties.com/ct-condos.html>. The Rules and Regulations are also located in the Addendums section of this Handbook.

Note, non-compliance with these documents could be subject to fines and liens found in the “Violation Rule”.

## **FINANCIAL INFORMATION:**

CT Condominiums is managed by a Condominium Owner’s Association, often referred to as the Association or COA. In order to fulfill its role in maintaining CT properties, and general and limited common areas, owners pay into our financial reserve in various ways:

1. Base and Reserve Assessments: Often referred to as ‘dues’, these payments pay for the cost of water and sewer, lawn mowing, fertilization, weed removal, tree and shrub trimming, park, lawn and flower bed irrigation, road maintenance, snow removal from roads, driveways, sidewalks and the walking trail, garbage collection, property management, and to create capital reserves (to pay for long term repair and replacement of our properties).

Base and Reserve Assessments (aka ‘dues’) are due on the 1<sup>st</sup> day of each month; however, at the option of the Unit Owner, these can be paid quarterly (January 1, April 1, July 1, and October 1), semi-annually (January 1 and July 1) or annually (January 1). A Unit Owner needs to notify our property manager by January 1 of each year as to which schedule they choose. If no selection is made, owners will be billed monthly. Payment methods are outlined in the Addendums of this Handbook.

2. Special Assessments: While common area repairs are generally paid from our maintenance Base Assessments, occasionally, there is a need to pay for unexpected or high-cost work or repairs that this reserve cannot cover. In these cases, Special Assessments may be levied to cover these unexpected expenses.

Payment for these Special Assessments are due ten (10) days from the date of mailing such assessments, unless the mailing is not received by the owner by the due date due to no fault of the owner (in which case the due date will be the date of actual receipt of the assessment notice by the owner).

3. Late Payments: The Association “Delinquency Rule” and the Declaration outline how late payments by owners are managed, including the potential to pay interest. The Rule is located in Addendums of this Handbook. The Declaration, as well as this Rule are also located on the CT Condo webpage located at <https://www.saddlepeakproperties.com/ct-condos.html>.

4. Payment Plan Requests: Owners are permitted to seek help in paying required assessments. In the event an owner cannot pay assessments in a lump sum, the owner may apply, in writing, to the Board of Directors for an exemption and payment plan, pursuant to the Declaration, Article V, F. Requests must be received prior to the due date. The Board of Directors has discretion in granting a payment plan and terms.

## **INSURANCE:**

### **TYPES OF PROPERTY INSURED:**

There are three kinds of property to be considered within the confines of the CT Condominium Association for insurance purpose. They are:

1. General Common Elements (GCEs): These include the land, streets, sidewalks, infrastructure, utilities, etc. that are for the common use of all Unit Owners, residents and tenants. They also include the exterior of the buildings, commonly referred to as “studs out”. This is a simplified definition for insurance discussion purposes only. Please refer to the CT Condominiums Declarations located on the CT Condo webpage <https://www.saddlepeakproperties.com/ct-condos.html> for specifics. The financial responsibility for the repair, maintenance and replacement of the GCEs is that of the Association.
2. Limited Common Elements (LCEs): These include the balance of the buildings that are not General Common Elements. In insurance terms, these are commonly referred to as the “studs in” portion of the building. Included, but not limited to, are windows, doors and anything on the inside of the units that is permanently attached as well as driveways and patios. The financial responsibility for the repair, maintenance and replacement of LCEs is on each individual Unit Owner.
3. Personal Property: This includes anything within the unit that is the property of the unit owner that is not permanently attached. This includes appliances, furniture, clothing, household items, etc. The financial responsibility for repair, maintenance and replacement of personal property is on each individual Unit Owner, resident and/or tenant.

Many condominium associations insure only the GCEs, leaving the LCEs and Personal Property to be insured by the unit owners.

CT Condominium Declarations, Article VIII, Paragraph B, states that the Board shall purchase “all in” full-replacement coverage. Therefore, the Association has purchased and provides insurance coverage for both General and Limited Common Elements, but not personal property.



## **PREMIUMS AND INSURANCE BILLING:**

The premium each of us pays is prorated based on the individual unit square footage over the total square footage of all units multiplied by the total premium.

Owners will receive an annual bill for their share of the insurance. The amount billed is based on the total square footage of their unit. These are billed annually in June (our policy effective date is June 1). Owners are encouraged to discuss with their insurance agents all insurance options for personal property, losses, damages, and liability that are not covered under the CT Condominium insurance policy.

## **DEDUCTIBLES:**

There is a per occurrence deductible on the COA's policy. In the case of a major event that affects more than one unit (like a hail storm), the deductible would only be applied once. In the case of an event or events that affect only one building, the deductible would be applied to each such event.

When an event affects General Common Elements, the Association is responsible for the deductible.

When an event affects Limited Common Elements, the individual Unit Owner(s) is responsible for the deductible. When a Limited Common Element is damaged as a result of a defect in a General Common Element, it shall be deemed a General Common Element (for purposes of determining financial responsibility) and the deductible will be paid by the Association.

## **LEASING AND RENTALS:**

**Leasing restrictions are in place within CT Condominiums.** These can be found in their entirety in the Declarations, Article IV, E 1. All CT Condo owners, existing and new, are encouraged to become familiar with these restrictions **prior** to considering or entering into a lease of their unit(s). Leasing owners are required to provide a copy of all Governing Documents and this Handbook to tenants at the time a lease is signed. Owners are also required to provide tenant contact information to Saddle Peak Properties, by completing the "CT Condominium Rental Information Form", located in the Addendums of the Handbook and attached to the "Tenant Rule".

Further, all tenants, existing and new, are required to receive, understand and comply with the "Tenant Rule", located in the Addendums of the Handbook and accessible online at <https://www.saddlepeakproperties.com/architectural-landscaping-and-fencing-application-forms.html>. **Leasing owners must confirm** that these documents were provided to tenants at the time the lease is signed by completing and returning to the Board, the "CT Condominium Rental

Acknowledgement Form”, located in the Addendums of the Handbook and attached to the “Tenant Rule”.

Lastly, Leasing owners are encouraged to provide to all tenants, new and existing, a copy of the “Tenant Checklist and General Information about Living in CT Condominiums” located in the Addendums of the Handbook).

*Note, the Declaration amended July 17, 2023, contains language regarding ‘grandfathering’ for owners who acquired their units prior to this amendment date. Refer to that document, accessible online at <https://www.saddlepeakproperties.com/ct-condos.html>, to determine any grandfathering status.*

### **ABSENTEE/PART-TIME/SEASONAL OWNERS:**

In some instances, CT Condo owners may live here part-time. In these cases, owners must follow and comply with the “Absentee Owner Rule” located in the Addendums of this Handbook, as well and accessible online at <https://www.saddlepeakproperties.com/ct-condos.html>.

These owners are asked to provide contact information to Saddle Peak Properties in case of an emergency as well as contact information for a “caretaker” or property manager (if any) for their unit.

Additionally, absentee owners are asked to set their unit thermostat to at least 60 degrees in the winter to prevent possible freezing hazards or damage.

Various protocols exist for emergencies and non-emergencies for units of these owners. The “Absentee Owner Rule” outlines these, so it is important to be familiar with them.

If you are or become an absentee, part-time or seasonal owner, please complete the “CT Condominium Absentee Owner Contacts Form” located in the Addendums of this Handbook, as well as in the “Absentee Owner Rule”.

## GUIDELINES ABOUT OWNING AND LIVING IN CT CONDOMINIUMS

Occasionally, you as a CT Condo Unit Owner, resident or tenant may ask “Who is responsible for doing what in our community?”, “What are my responsibilities?”, “Are there any rules or restrictions I need to know?” or “What happens if a rule is violated?”.

This Handbook, while not exhaustive, tries to answer many of these questions. And if your questions are not answered here or you need more information, the CT Board of Directors and its property manager can always help you.

Violations of any of the rules or guidelines outlined in this Handbook or articulated in the CT Governing Documents are subject to the “Violation Rule”, located in the Addendums of this Handbook and accessible online at <https://www.saddlepeakproperties.com/ct-condos.html>.

### CT CONDOMINIUM MAINTENANCE-EXTERIOR FEATURES

CT Unit Exterior includes the siding and exterior paint, roof, driveway, gutters, heat tape, entry sidewalk, patio, storm door, air conditioner (if applicable), front door, garage door, windows and screens, outside light fixtures, fences and gates, and exterior faucets.

**Each of these is managed differently**, so it’s important to understand who is responsible for what. Remember, per the Declaration, Article VII, C, no owner, resident or tenant may change, alter or remodel the exterior of his/her/its unit without prior written approval by the Association.

Unless otherwise noted here, in the Governing Documents and/or the Rules and Regulations, all proper maintenance, repair, cleaning, and replacement of the exterior components listed here are the Unit Owner’s responsibility:

€ **SIDING AND EXTERIOR PAINT:** The Association monitors/maintains a schedule for regular painting of CT Units’ exteriors. The Association also monitors/maintains warranty work for siding and paint. If an owner believes his/her/its unit needs painting or if they want to change the paint color of their unit, they may complete and submit a “CT Request or Report Form” to Saddle Peak Properties for consideration. For a color change request, both Unit Owners of shared building must complete and sign the request form. An owner may also request to have siding repaired or replaced by completing and submitting the “CT Request or Report Form” to Saddle Peak Properties. This form is located in the Addendums of this Handbook as well as online at <https://www.saddlepeakproperties.com/ct-condos.html>.

Note, unit siding on units built between 2006 and 2010 and those constructed after 2013 were built with James Hardie Hardieplank HZ5. This siding has a 30-year limited warranty. Units built in the latter part of 2010 to 2013 were built with CertainTeed Saint-Gobain CertainTeed ColorMax. This siding has a 50-year warranty on the board and a 15-year warranty on the paint. Siding was purchased at Kenyon Noble, Bozeman, MT.

- € **ROOF:** The Association is responsible for the maintenance and repair of CT Condo roofs. An owner may request to have a roof repaired by completing and submitting the “CT Request or Report Form” to Saddle Peak Properties for scheduling the work. This form is located in the Addendums of this Handbook as well as online at <https://www.saddlepeakproperties.com/ct-condos.html>.

Note, roof shingles are Malarkey Roofing Products Highlander CS. They have a 30-year warranty. All units built before 2011 have new shingles due hail damage. Shingles were purchased at Kenyon Noble, Bozeman, MT.

- € **DRIVEWAY:** The Association is responsible for snow removal on driveways. **Note, snow removal crews will not remove snow on a driveway if a vehicle is present.** Owners/residents/tenants may opt out of snow removal by placing orange cones in the unit driveway. Maintenance, repairs and/or replacement of driveways are the owner’s responsibility, unless the damage is caused by a service provider hired by the Association. If the owner believes this to be the case, the owner should notify the property management company about the damage and have it assessed accordingly.
- € **GUTTERS:** The Association is responsible for the maintenance and repair of CT Condo gutters, including gutter cleaning and snow and ice jam removal.
- € **HEAT TAPE:** The Association is responsible for installing heat tape on units where it is deemed necessary. An owner can also request to install heat tape at any time, at his/her/their own expense by completing and submitting the “CT Request or Report Form” to Saddle Peak Properties for scheduling the work. The form is located in the Addendums of this Handbook as well as online at <https://www.saddlepeakproperties.com/ct-condos.html>. Owners may select a contractor for installation; however, no work is permitted until the Association approves it. Installation, maintenance and repairs are the owner’s responsibility.
- € **ENTRY SIDEWALK:** The Association is responsible for snow removal on entry sidewalks; however, owners/residents/tenants may opt out of snow removal by placing orange cones on the unit front entry sidewalk. Additionally, no junk, garbage, trash, equipment, parts, metals, lumber, debris or other waste is permitted in or on the front entrance. Any repairs, alterations, or remodeling of the front entrance require that finishing materials be replaced with similar types or kinds of materials. Maintenance, repairs and/or replacement of entry sidewalks are the owner’s responsibility, unless the damage is caused by a service provider hired by the Association. If the owner believes this to be the case, the owner should notify the property management company about the damage and have it assessed accordingly.

- € **PATIOS:** CT Condo Unit Owners, residents and/or tenants must keep patios in clean and sanitary conditions. No junk, garbage, trash, equipment, parts, metals, lumber, debris or other waste is permitted in or on the patio. Any repairs, alterations, or remodeling of the patio require that finishing materials be replaced with similar types or kinds of materials. . Maintenance, repairs and/or replacement of patio concrete are the owner’s responsibility, unless the damage is caused by a service provider hired by the Association. If the owner believes this to be the case, the owner should notify the property management company about the damage and have it assessed accordingly.
  
- € **STORM DOOR:** Storm doors (front or rear) are permitted as long as they comply with the “Storm Door Standards”, located in the Addendums of this Handbook as well as online at <https://www.saddlepeakproperties.com/ct-condos.html>. The storm door must be approved by the Board prior to installation. Installation is the owner’s responsibility. Owners are responsible for the proper maintenance, repair, cleaning, painting and replacement of storm doors.
  
- € **AIR CONDITIONER (IF APPLICABLE):** Freestanding air conditioner units are permitted as long as they are properly located adjacent to the condo unit and have fencing that complies with the standards set forth in the “Exterior of Unit and Landscaping Rule”, 3e., located in the Addendums of this Handbook as well as online at <https://www.saddlepeakproperties.com/ct-condos.html>. Installation is the owner’s responsibility. Owners are responsible for the proper maintenance, repair, cleaning, and replacement of air conditioners. **No air conditioners or fans are permitted in unit windows.**
  
- € **FRONT DOOR, GARAGE DOOR, WINDOWS, SLIDERS AND SCREENS:** CT Condo Unit Owners are responsible for the proper maintenance, repair, cleaning, painting and replacement of front doors, garage doors, sliders, windows and screens. Any repairs or painting of a front door requires that finishing materials be replaced with similar types or kinds of materials. If a unit exterior is scheduled to be painted, the garage door will be repainted at the same time.

Unit garage doors must remain closed when not in use.

Note, CT Condo windows are by Jeld Wen Windows and Doors. These windows have a warranty to repair and replace and warranty for defects in workmanship depending on when the window was installed. These windows also carry a spontaneous glass breakage replacement warranty. The appropriate warranty for the year the glass was installed may be found on the internet. Windows were purchased from Lake Glass, Bozeman, MT.

€ **OUTSIDE LIGHT FIXTURES:** Outside light fixtures attached to unit siding (garage, front and rear/patio doors) are considered necessary elements for public safety within CT Condos. Therefore, they are General Common Elements and maintenance, repairs and replacement of outside lights fixtures are the Association's responsibility, unless the damage is caused by an owner/tenant or a contractor hired by the owner/tenant. If the owner believes this to be the case, the owner should notify the property management company about the damage and have it assessed accordingly. If a fixture needs replacing, the replacement fixture must match the existing fixture (like those found throughout CT).

Owners/tenants are responsible for replacing all burnt out lightbulbs in exterior fixtures that are adjacent to front doors, patio doors and garage doors. A 60-watt outdoor white bulb is the preferred replacement bulb. Colored bulbs are only allowed during holiday seasons and are subject to the "Exterior of Unit and Landscaping Rule". Otherwise, color bulbs are not allowed.

€ **FENCES AND GATES-PATIO AND AIR CONDITIONING:** All fences and gates must conform to the standard look and design of CT Condo and its existing fences and gates (including but not limited to design, color, size, scale). Gates must comply with the "Standard for Installing Fence Gates" and in the "Exterior of Unit and Landscaping Rule", both located in the Addendums of this Handbook as well as online at <https://www.saddlepeakproperties.com/ct-condos.html> . Installation is the owner's responsibility. Owners are responsible for the proper maintenance, repair, cleaning, painting and replacement of fences and gates.

**Fences and gates may NOT be attached to unit siding or trim.**

Temporary fences must comply with the "Exterior of Unit and Landscaping Rule", 3.d., located in the Addendums of this Handbook as well as online at <https://www.saddlepeakproperties.com/ct-condos.html>.

**Fencing around air conditioning units is required** and must comply with all requirements of the "Exterior of Unit and Landscaping Rule", located in the Addendums of this Handbook as well as online at <https://www.saddlepeakproperties.com/ct-condos.html>. Such fencing must be approved by the Board prior to its installation.

**Owners are responsible for keeping fence(s) and gate paint updated (both exterior and interior of fence(s)).** If a fence or gate needs repainting, the approved paint and color are *Sherwin-Williams Southmeadow Garage/Woodscapes Acrylic Latex, Flat*, on file as “Cottonwood Condo Fence”. Its formula per the label is:

IFC 411 XN				
615CT-30	COTTONWOOD CONDO FENCE, Custom Manual Match			
CCE*COLORANT	OZ	32	64	128
B1—Black	6	48	-	-
R2—Maroon	-	38	1	1
Y3—Deep Gold	6	11	1	1
ONE GALLON	DEEP			
A15W00053	640333522			

€ **EXTERIOR FAUCETS:** Owner are responsible for the maintenance and repair of exterior faucets, unless the damage or issue is caused by an Association-hired contractor. If the owner believes this to be the case, the owner should notify the property management company about the damage and have it assessed accordingly.

Owners, residents and tenants should disconnect all hoses attached to exterior faucets in the winter or when temperatures drop below 32 degrees to prevent significant water and pipe damage. Failure to do so, if there is subsequent damage, will result in the cost of required repairs being charged to the owner’s account. Also, it is highly recommended that owners, residents and tenants cover these faucets with a foam faucet cover or freeze cap.

## CONDOMINIUM MAINTENANCE-INTERIOR FEATURES

Each owner will maintain and keep the interior of his/her/its unit in good condition. All fixtures and equipment installed in the unit, starting at the point where the utilities enter the unit, will be maintained and kept in good, working condition by the owner. No act or work may be done that will affect the structural integrity of the building or impair any easement, or result in cancellation or rate increase of Association insurance.

An owner is permitted to maintain, repair, decorate, or remodel the interior and its interior components of his/her/their unit as long as the structural integrity of the unit building is not affected. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the building or its contents, or cause its cancellation.

The CT Unit Interior includes, but is not limited to, interior walls, ceilings, flooring, cabinetry, plumbing, appliances, paint and design materials, crawl spaces (if applicable), electrical, gas, heating and cooling elements, fireplaces, chimneys, communication lines, hot water tanks, and utility pipes and lines.

Unless otherwise noted here, in the Governing Documents and/or the Rules and Regulations, all proper maintenance, repair, cleaning, and replacement of these interior components listed here are the Unit Owner's responsibility:

- € **CRAWL SPACES:** Storage of items in a crawlspace is strictly at the risk of the owner, resident or tenant, as there is no provision for protection from water or other damage. Nothing can be stored in the crawlspace that will impede access beneath the unit nor obstruct any easement for utility services, or result in cancellation or rate increase of Association insurance.
  
- € **GARAGE INTERIORS:** Nothing can be stored in the garage that result in a cancellation or rate increase of Association insurance. No person is allowed to live in a garage.
  
- € **WATER SHUT-OFFS:** There is a shared main water shut-off in each unit building, meaning not every individual unit has its own water shut-off valve. **Ensure that you know which unit has this**, usually in the crawl space, as it operates the water into both units of a shared building. If there is an emergency in which the water needs to be turned off and the owner, resident or tenant cannot be reached to turn off the water, per the protocols in the "Absentee Owner Rule" the Association or its property manager is permitted to access a unit to address the situation. This Rule located in the Addendums of this Handbook as well as online at <https://www.saddlepeakproperties.com/ct-condos.html>.



## CT CONDOMINIUM LANDSCAPING AND MAINTENANCE: TREES, SHRUBS, LAWNS

The CT Association is responsible for the maintenance of all General Common Elements including the mowing, fertilizing, irrigating, and weeding of grounds and the planting, trimming, removal and replanting of trees, shrubs and grasses.

It is the Unit Owner's responsibility to maintain a pleasing appearance of the landscaping adjacent to his/her/their unit. This includes unit entrances, patio, driveway, lawn and perimeter flower beds.

- € **TREES:** All trees located in unit lawns as well as CT Condo common areas are the responsibility of the Association. This includes removal of dead trees, trimming of existing trees and replacing trees, if warranted. Replacement tree selection must be discussed and agreed upon by the Board and the Unit Owner. An owner may request to add or replace a tree by completing and submitting the "CT Request or Report Form" to Saddle Peak Properties who will solicit approval from the Board. This form is located in the Addendums of this Handbook as well as online at <https://www.saddlepeakproperties.com/ct-condos.html>. It is recommended that a photo and/or diagram of where a new tree is going to be planted be included with the submission. Trees must be less than 40' tall at full maturation.
- € **SHRUBS:** All shrubs located in unit lawns and perimeters (excluding inside a patio) as well as CT Condo common areas are the responsibility of the Association. This includes removal of dead shrubs, replacement, if warranted Replacement shrub selection must be discussed and agreed upon by the Board and the Unit Owner. An owner may request to add or replace a shrub by completing and submitting the "CT Request or Report Form" to Saddle Peak Properties who will solicit approval from the Board. This form is located in the Addendums of this Handbook as well as online at <https://www.saddlepeakproperties.com/ct-condos.html>. It is recommended that a photo and/or diagram of where a new shrub is going to be planted be included with the submission.
- € **TREE AND SHRUB TRIMMING:** The Association conducts seasonal tree and shrub trimming of all trees and shrubs in unit lawns and perimeter flower beds, excluding any located inside a patio. Those are the owner's responsibility to maintain. Owners are permitted to opt out of the trimming services by notifying Saddle Peak Properties of their preference. If an owner opts out of trimming, the owner becomes responsible for trimming all of the unit's trees and shrubs. If an owner who opts out neglects to trim trees and shrubs, the property manager may have them trimmed regardless of the request to opt out.

- € **WEEDING:** The Association is responsible for all weeding of lawns and unit perimeter flower beds. Third-party contractors will manage weeding in lawns, primarily with chemical treatments and flower bed weeding will be done by hand-pulling of weeds. Owners are encouraged to weed the bases of any trees located on the unit's property. Owners can opt out of weeding by notifying Saddle Peak Properties. If an owner opts out, he/she/they are responsible for keeping all areas of their lawn and flower beds weed-free. If an owner opts out of weeding services, the owner becomes responsible for weeding of all of the unit's perimeter flower beds, tree bases and lawn. If an owner who opts out neglects to weed responsible areas, the property manager may have these weeded regardless of the request to opt out.
  
- € **IRRIGATION:** The Association pays for, supplies, manages, and maintains all irrigation within CT Condominiums. This includes irrigating both general and limited common areas. Owners are not permitted to adjust, alter or modify any portion of the irrigation system. Contact Saddle Peak Properties if irrigation issues are occurring. Owners, residents and tenants may hand-water plants, shrubs and trees; however, using hoses with sprinkler attachments in lawns is not permitted.
  
- € **FERTILIZATION:** The Association is responsible for having all grounds fertilized and treated for weeds and pests. Owners, upon request and approval by the Association, are permitted to opt out of treatment by the Association and may treat shrubs and trees in their unit lawns, perimeter flower beds and patios as long as the treatment is considered safe for residential use and safe for pets and children. If an owner opts out of fertilization services, the owner becomes responsible for fertilizing all of the unit's trees and shrubs. If an owner who opts out neglects to fertilize trees and shrubs, the property manager may have them fertilized regardless of the request to opt out.
  
- € **PEST CONTROL:** No hunting, shooting at or harassing of birds, animals or any wildlife is permitted. Gophers and rodents may be trapped on a patio. No poison is permitted.
  
- € **HARDSCAPE MATERIALS IN FLOWER BEDS:** Owners are responsible for keeping these materials (such as mulch, river rock, stones, etc.) tidy. Refreshing or replacing these materials must be with the same material unless an owner seeks to change it. An owner may request to change these materials by completing and submitting the "CT Request or Report Form" to Saddle Peak Properties who will solicit approval from the Board. The form is located in the Addendums of this Handbook as well as online at <https://www.saddlepeakproperties.com/ct-condos.html>.

## OTHER GUIDELINES:

- € **FLAGS AND FLAG POSTS:** Owners may fly an American standard flag or flags for any military branch, including Air Force, Army, Coast Guard, Marines or Navy. Flag postholders may be installed on the exterior of unit. Only one is permitted per unit and it must be placed on frontside of the unit and on the trim of the unit, not on the siding. Approval to install flag post holders must be requested prior to installation. An owner may make a request by completing and submitting the “CT Request or Report Form” to Saddle Peak Properties who will solicit approval from the Board. The form is located in the Addendums of this Handbook as well as online at <https://www.saddlepeakproperties.com/ct-condos.html>
  
- € **GARAGE SALES:** The Association hosts an annual community garage sale, usually mid-late June (weather permitting). Owners, residents, and tenants are permitted to host personal garage sales on an as needed basis with specific permission from the Board Of Directors (BOD) via the CT Condominium Request/Report Form on page 48. This form must be approved by the BOD prior to any personal Garage sales. Such sales should not be requested on the normal CT Condo Garbage pickup day, currently Fridays, and should be limited to 4 hours in length. Additionally, any items for sale should not obstruct General Common Elements and may not be left on CT Condominium General Common Element property after the sale. This is to keep our property clean and neat.
  
- € **GARBAGE STORAGE:** The Association pays for weekly, curbside garbage collection. The current collection day is Friday, except for some holidays. Garbage cans are provided by the vendor. Garbage cans and recycling bins must be stored in the garage until collection day AND not placed out for pickup any earlier than the **evening** before collection day. These should be returned to storage in the garage as soon as possible after collection. No overnight, exterior or driveway storage of collection bins is allowed. Recycling services are not provided by the Association.
  
- € **GARDEN AND EXTERIOR DÉCOR:** Owners may place various types of garden décor in their unit perimeter beds, patios and front entrances as long as none create an obstacle to lawn or snow removal crews or block an access easement.
  - **Bird Feeders and Bird Houses:** These may not be attached directly to the exterior of a unit or unit fence or gate (patio or air conditioning). These may be placed within the patio interior, but must be limited in the number placed. Owners, residents and tenants are responsible for all clean-up caused by having these on their unit property.
  
  - **Bistro Lighting:** Bistro and string lighting is limited to single white or amber strands; not multi-colored or other color lighting is allowed. These cannot be attached directly

to unit siding or trim and cannot be hung on the exterior of patio fences. These must be installed so that they do not cause light trespass or a physical nuisance to any adjacent properties. These may be used only for outdoor entertaining purposes and only turned on when the outdoor area is in use and occupied.

- **Exterior Attachments, Permanent or Temporary:** Owners, residents and tenants may not attach anything (including but not limited, to signs, art, hooks, hangers, birdfeeders/houses, trellises, gates or fencing) directly to the unit exterior without written consent of the Board. An owner, resident or tenant who has placed such attachments to the exterior is responsible for any correction or damage that may result from the attachment. An owner may request to add an exterior attachment by completing and submitting the “CT Request or Report Form” to Saddle Peak Properties who will solicit approval from the Board. The form is located in the Addendums of this Handbook as well as online at <https://www.saddlepeakproperties.com/ct-condos.html>.

Temporary attachments such as holiday lights, décor, rugs, laundry, and camping gear that are hanging on or over fence exteriors should be removed within the following timeframes:

- o Holiday Décor: Within two weeks of the end of the holiday
  - o Household or Recreational Items: Within three days of original placement
- **Flower pots and Planters:** Any pots, planters or similar containers placed in a unit’s perimeter areas (except patios) must meet these requirements: Be in earthy, natural tones that complement the look and design of CT Condo unit exteriors, and be of a size and scale that does not dominate the area in which they are placed.

€ **HOT TUBS/SPAS:** Owners are permitted to have an outside hot tub or spa as long it is placed within the interior confines of the owner’s unit’s patio fence and any activities involved therein comply with the “Nuisance Rules”, located in the Addendums of this Handbook as well as online at <https://www.saddlepeakproperties.com/ct-condos.html>.

€ **NOISE, GENERAL AND PHYSICAL NUISANCES:** Any owner, resident or tenant whose activities are interfering with the peace and quiet of the neighborhood will be asked to cease the activity or remove the physical nuisance immediately.

“Nuisance” includes, but is not limited to, noise unreasonably disturbing the peace and quiet of the neighborhood or neighboring units, or leaving or accumulating physical nuisances such

as junk, garbage, trash, trash receptacles, work or yard equipment, metal, lumber, debris, or other waste outside in the general or limited common elements, such as lawns, flower beds, driveways, sidewalk, the CT private park, streets, paths and walkways of CT Condominium.

€ **OWNER, RESIDENT AND TENANT CONDUCT:** Please be courteous to any contractor, Board member, property management staff, or volunteer who is on your property conducting pertinent work on behalf of the entire community. Such work may entail walking between units, or documenting and photographing items that may need attention. Your patience, understanding and politeness is appreciated and expected.

€ **PARKING AND STREETS:** Owners, residents and tenants are expected to drive safely, at a reasonable rate of speed (no more than 25 mph) on CT Condo streets. An owner, resident or tenant may park his/her/its car in the driveway at any time.

**No overnight parking (from 12:00 a.m. to 6:00 a.m.) is allowed of any vehicles, boats, recreational vehicles (RVs), trailers or trucks (including moving or construction), on any CT Condo street.** These must be stored in the garage or offsite. This is required to allow for unimpeded access by emergency vehicles. Any parking violation is subject to fines and towing per the "Parking and Street Rule", located in the Addendums of this Handbook as well as online at <https://www.saddlepeakproperties.com/ct-condos.html>.

No junk or in operable vehicles are permitted on CT Condo property or in unit driveways at any time. No one may reside in a RV, motor home, camper or trailer at any time.

€ **PETS:** Pet owners (whether Unit Owner, resident, tenant or guest) must keep control of their pets at all times when they are on any general common element, such as the CT private park, streets, sidewalks, lawns, paths and walkways. Pets must be leashed on any general common element (as per Bozeman Animal Control regulations).

Pet owners must clean up promptly after their dog or cat so as to maintain a healthy, clean and attractive neighborhood.

Only common household pets such as dogs and cats are allowed to be kept in any Unit. Pets are subject to all rules and regulations adopted by the Association. At present, such rules are found in the Pet Control Rule, located in the Addendums of this Handbook as well as online at <https://www.saddlepeakproperties.com/ct-condos.html>.

Any owner having an issue with an unleashed pet or barking dog, should contact Bozeman Animal Control. The City of Bozeman “Animal Noise/ Barking Dog Complaint Log” is located in the Addendums in this Handbook and online at

<https://www.bozeman.net/home/showpublisheddocument/5464> as are details on city animal control violations, <https://www.bozeman.net/departments/police/animal-control>.

If the owner of the unleashed pet is a CT Condo owner, the CT property manager should also be contacted.

- € **SNOW REMOVAL:** The Association is responsible for contracting and paying for snow removal services. Snow removal includes streets, sidewalks, driveways and entry walkways. Please store all vehicles in garages or offsite when snow is forecast as vehicles parked on the street impede snow removal from that street. **Note, crews will not remove snow on driveways when a vehicle is present.**
  
- € **TV SATELLITE DISHES:** Owners may install TV satellite dishes provided they are limited to FCC rules in overall size and the installation is in a location that is not visible from any street. These may not demand or interfere with the maintenance of any common area. No other fixture or attachment is permitted in any general or limited common area.
  
- € **VIOLATIONS OF THE DECLARATION OR RULES:** Pursuant to the “Violation Rule”, the following enforcement procedure will be followed when a violation is observed:
  - Violations should be reported to the Property Manager, NOT the Board.
  - When a violation is reported, the Property Manager will keep a written record of all complaints, observations, photos and other documentation pertaining to the violation and will implement steps in the “Violation Rule” as follows:
    - Attempt to contact owner and/or owner’s property manager (if any) by phone and/or email to ascertain whether the owner will promptly correct the violations.
    - If the violation is not corrected promptly, send a written notice of the violation with the timeframe allowed to correct it to the owner and owner’s property manager (if any).
    - If the violation is not corrected within the allotted timeframe stipulated in the first written notice, send a second written notice of the violation along with a \$100 fine (\$150 for tenant violations).
    - If the violation is not corrected within seven (7) day of the second written notice, impose weekly \$100 fines (\$150 for tenant violations) via written notices of additional fines.
    - Follow steps in the “Delinquency Rule” to collect fines not paid within 30 days of notice(s) of fine(s).

The “Violation Rule” and the “Delinquency Rule” are located in the Addendums of this Handbook as well as online at <https://www.saddlepeakproperties.com/ct-condos.html>.

- € **WATER AND SEWER USAGE:** CT Condo water and sewer services are paid for and provided by the Association as part of the owner monthly base assessments. Irrigation is sourced by community wells.

**Water Billing:** At the time when CT Condominium were built, the Association decided to have the water bills shared across the units. The rationale for this is that each building (not unit) is metered separately, resulting in two units sharing one bill. This decision mitigated the need for the two Unit Owners in each building to get together and try to figure out who owed what each month for water and sewer.

**Water Usage:** Because the water bill is divided across CT Condo owners, **it is important to be mindful of your water usage** so that owners who use significantly less water are not required to compensate for those who use significantly more. To do this, it is recommended to:

- Use only what is needed, in particular for outside use, such as car washing and watering plants. Owners, residents and tenants may hand-water plants, shrubs and trees; however, using hoses with sprinkler attachments in lawns is not permitted.
- Avoid using the hose to clean off driveways, patios and walkways on a regular basis.
- Assess plumbing on a regular basis, looking for leaks or cracks.
- Inform tenants to be mindful of their water usage.

## ADDENDUMS

### € CT Condominium Rules\*

- Absentee Owner Rule
- Delinquency Rule
- Exterior of Unit and Landscaping Rule
- Nuisance Rule
- Parking and Street Rule
- Pet Control Rule
- Tenant Rule
- Violation Rule

\*All signed and dated Rules are found on the CT Condo Portal, located at <https://www.saddlepeakproperties.com/ct-condos.html>

### CT Condominium Forms

- CT Condominium Absentee Owner Contacts Form
- CT Condominium Owners Association (COA) Dues Payment Methods
- CT Condominium Rental Acknowledgement Form
- CT Condominium Rental Information Form
- CT Condominium Request/Report Form
- CT Condominium Standards for Installing Fence Gates
- CT Condominium Storm Door Guidelines
- Tenant Checklist and General Information about Living in CT Condominiums
- Exterior Products' Information and Warranties

### € External Resources and Forms

- Bozeman Animal Control, Animal Noise/Barking Dog Complaint Log



**CT Condominium**  
Bozeman, MT 59718

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**ABSENTEE OWNER RULE**

Article VIII of the Bylaws of the Association, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, as amended July 17, 2023 provides for enforcement of the Declaration and Bylaws of CT Condominium, and empowers the Board to promulgate and adopt rules and regulations for the use of the common elements and for the occupancy of the units so as not to interfere with the peace and quiet of all residents.

The contracted property management company, currently Saddle Peak Properties, shall act as Agent for the Board. The Board of Directors hereby establishes the following RULE, based upon the authority cited above.

The Declaration and Bylaws of CT Condominium provide for the security, safety, and maintenance of the general and limited common elements, including individual units. Thus, the Board of Directors establishes the following requirements for Unit Owners who do not reside in their unit, as well as for those who are not at home in case of an emergency, when there is potential damage to their unit, or that of the other unit in the structure.

**Standard Protocol:**

1. Caretaker: Unit Owner shall designate a caretaker for their unit, who shall have a key to the unit. If unit is unoccupied for an extended period, caretaker shall inspect the unit's exterior and interior on a routine basis to ensure no damage or emergency has occurred. Examples of damage or emergency include, but are not limited to, break-ins, furnace or water heater out, plumbing or gas leaks, frozen or broken pipes, and fire.
  
2. Contact Information:  
Unit Owner shall fill out the "Absentee Owner Information Form" (attached) with the following information and submit it to the CT Agent either via email or postal mail:
  - a. Unit Owner's winter/secondary address and phone number, if unit is vacant for extended period of time.
  - b. Designated caretaker or property manager name and phone number
  - c. Detailed instructions regarding how emergencies or repairs should be handled.
  
3. Vacant Unit Recommendations:
  - a. Unit Owners who leave for the winter shall set their thermostat at a minimum of 60 degrees.
  - b. Unit Owners shall leave written instructions in case of emergency (see above 2b and 2c).
  - c. Unit Owner will ensure Agent/Board has updated, current information on file using the attached "Absentee Owner/Renter Contact Information Form" (and submitting it to the CT Agent).

**Emergency Protocol:**

1. Per the Declaration, Article XIV, Miscellaneous, “The Association shall have the irrevocable right, to be exercised by the Manager or the Board of Directors, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair and replacement of any of the limited common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the general or limited common elements or to any other Unit.”
2. In case of fire, gas leak, break-in, or other dangerous situation, fire or police should be notified as soon as possible by persons seeing evidence of an emergency.
3. The Unit Owner will be notified as soon as possible by CT Condominium, its Agent or the Unit Owner’s property manager (if applicable).
4. If the Unit Owner cannot be contacted, the designated caretaker will be notified as soon as possible.
5. The Unit Owner is responsible for all costs incurred which are not common elements.
6. Payment for common elements will be subject to professional determination.

**Non-emergency Protocol:**

1. In case of any non-emergency event or problem (including, but not limited to, water shut-offs to the entire building or water leaks in the unoccupied unit), the Unit Owner or property manager (if applicable) shall be contacted as soon as possible by CT Condominium or its Agent.
2. If the Unit Owner or applicable property manager cannot be contacted, the designated caretaker will be notified as soon as possible.
3. Damage assessment: If damage is result of a limited common element (i.e., furnace or water heater) malfunction in an absent owner’s unit, that Unit Owner may be responsible for paying all related costs of repair to neighbor’s unit that are not common elements (or as determined by the Unit Owner’s insurance company).

Note: Limited and General Common Elements are defined in the Declaration, Article I, Definitions.

This Absentee Owner Rule supersedes and replaces similar subject matter included in the Absentee Owner Policy adopted by the CT Condominium Board of Directors on March 22, 2016, and the Violation Policy adopted by the CT Condominium Board of Directors July 26, 2016. If any provision of this Rule shall be in conflict with the Bylaws or Declaration of CT Condominium, said Bylaws and Declaration shall control, but shall not supersede any pertinent city law or ordinance. The invalidity or un-enforceability of any provision of this Rule shall not affect the validity or enforceability of any other provision.

Adopted by the CT Condominium Board of Directors on August 9, 2023

By: Signature on File  
Mickey Smotherman, President, CT Condominium Board of Directors

Signature on File  
Laura C. Nichols, Secretary, CT Condominium Board of Directors

**CT Condominium**  
Bozeman, MT 59718

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**DELINQUENCY RULE**

Article VIII of the Bylaws of the Association, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, as amended July 17, 2023 provides for enforcement of the Declaration and Bylaws of CT Condominium, and empowers the Board to promulgate and adopt rules and regulations for the use of the common elements and for the occupancy of the units so as not to interfere with the peace and quiet of all residents.

The contracted property management company, currently Saddle Peak Properties, shall act as Agent for the Board. The Board of Directors hereby establishes the following RULE, based upon the authority cited above.

The Declaration, Article V, E, and the Bylaws, Article VIII F, and the State of Montana, provide for the collection, expenditure and accounting of financial assets. Pursuant to the authority granted therein, the Board of Directors establishes the following method for payment, and collection of Base, Reserve, and Special assessments and Late Payments:

5. Base and Reserve Assessments: Payment is due on the 1<sup>st</sup> day of each month; however, at the option of the Unit Owner, these can be paid quarterly (January 1, April 1, July 1, and October 1), semi-annually (January 1 and July 1) or annually (January 1). The Unit Owner shall notify the Agent of selection of one of these options by January 1; absent such notice, monthly billings will be sent.
6. Special, Limited Common, and Reimbursement Assessments: Payment is due ten (10) days from the date of mailing such assessments, unless the mailing is not received by the Unit Owner by the due date due to no fault of the Unit Owner (in which case the due date will be the date of actual receipt of the assessment notice by the Unit Owner).
7. Late Payments: Assessments which are not paid within thirty (30) days from the date they are due become delinquent and are subject to interest (specified below) and penalty charges (specified in the Declaration, Article V, G. 1.)
8. Payment Plan Requests by Unit Owner: In the event that a Unit Owner cannot pay assessments in a lump sum, the Unit Owner may apply, in writing, to the Board of Directors for an exemption and payment plan, pursuant to the Declaration, Article V, F. Requests must be received prior to the due date. The Board of Directors shall have discretion in granting a payment plan and terms.

9. Delinquent Fees: If an assessment is delinquent, the Unit Owner is obligated to pay a late fee of \$25.00 each month of delinquency. In addition, the Unit Owner must pay interest at a current legal rate of 12% per annum on the amount the assessment, from the due date, together with all expenses including, but not limited to, attorney fees. Interest shall be compounded monthly. Interest may also accrue on any other charges to the Unit Owner's account as described below. The Unit Owner shall be notified of delinquent fees by mail or by hand delivery unless the Unit Owner requests notification by email.
10. Demand Letter: If an assessment becomes more than three (3) months delinquent, a Demand Letter will be sent to the Unit Owner via U. S. mail (certified mail, return receipt requested) at the last known address and the Unit Owner's account will be charged \$80.00. The Demand Letter will describe the details of the delinquency and amount(s) owed.
11. Additional Delinquent Assessments: If additional assessments become delinquent while any part of the original delinquent assessment, interest, charges, and other related costs remain outstanding, no new Demand Letter is required to enforce payment and the additional delinquent assessments plus interest will automatically become part of the amount owed by the Unit Owner.
12. Notice of Lien: If the assessment, additional delinquent assessments, interest, charges, and any other related costs **are not paid in full within thirty (30) days of the date of the Demand Letter**, the Association may file a Notice of Lien with the Gallatin County Clerk and Recorder. If a lien is filed, a \$150.00 charge will be applied to the Unit Owner's account. The Association has the right to inform other Unit Owners of the Unit Owner's delinquency.
13. Continuing Lien: If a Notice of Lien is filed, the lien shall be continuing so as to include any additional delinquent assessments, interest, charges, costs, attorney fees and any other related costs. The Association is not required to release any lien until the Unit Owner pays the entire amount owed to the Association. The Association has the right to file updated liens to ensure that third parties are apprised of the current amount owed by the Unit Owner. The Unit Owner shall incur an additional charge of \$40.00 for each updated lien filed with the Gallatin County Clerk and Recorder.
14. Further Action: If the amount owed is not paid in full within thirty (30) days of the Notice of Lien, the Association may:
  - a. Bring legal action against the Unit Owner personally obligated to pay, and/or
  - b. Foreclose the lien against the Unit, and/or
  - c. Any other action not prohibited by the Bylaws, Declaration, or Montana law

If CT Condominium is required to take any of the above steps against a Unit Owner to enforce payment of assessments, interest, charges, attorney fees or other related costs, the Unit Owner shall be obligated to pay any other costs incurred to collect the amount owed, including, but not limited to, all collection costs, court costs, and reasonable attorney's fees and other related costs. Also failed to mention this, but I think this paragraph should be part of Further Action, rather than its own subsection.

- 15. No Waiver: No Unit Owner may waive or otherwise escape liability for the assessment by abandonment of his or her Unit. The Unit Owner shall remain personally liable for all assessments, interest, charges, attorney fees or other related costs owed to the Association until fully paid, unless the Unit Owner's liability is extinguished by law.
- 16. Successive Owners: All successive owners of a Unit shall be responsible for paying any assessments, interest, charges, attorney fees or other related costs on the Unit. All successive owners have the duty and responsibility to contact the Association or the Agent to learn if any assessments, interest, charges, or other related costs are owed on the Unit.

This Delinquency Rule supersedes and replaces similar subject matter included in the Delinquency Policy adopted by the CT Condominium Board of Directors on March 20, 2015, and the Violation Policy adopted by the CT Condominium Board of Directors July 26, 2016. If any provision of this Rule shall be in conflict with the Bylaws or Declaration of CT Condominium, said Bylaws and Declaration shall control, but shall not supersede any pertinent city law or ordinance. The invalidity or unenforceability of any provision of this Rule shall not affect the validity or enforceability of any other provision.

Adopted by the CT Condominium Board of Directors on August 9, 2023

By: Signature on File

Mickey Smotherman, President, CT Condominium Board of Directors

Signature on File

Laura C. Nichols, Secretary, CT Condominium Board of Directors

## CT Condominium

Bozeman, MT 59718

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### EXTERIOR OF UNIT AND LANDSCAPING RULE

Article VIII of the Bylaws of the Association, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, as amended July 17, 2023, provides for enforcement of the Declaration and Bylaws of CT Condominium, and empowers the Board to promulgate and adopt rules and regulations for the use of the common elements and for the occupancy of the units so as not to interfere with the peace and quiet of all the residents.

The contracted property management company, currently Saddle Peak Properties, shall act as Agent for the Board. The Board of Directors hereby establishes the following RULE, based upon the authority cited above.

Pursuant to the Declaration, Article IV, Use:

1. General Maintenance: It is the Unit Owner's responsibility to maintain a pleasing appearance of the landscaping adjacent to his/her unit.
  - a. Weeding: Weeding around the exterior of the unit (not including the patio area) shall be the responsibility of the Association. Weeding within the interior of each unit's patio is the responsibility of the Unit Owner.
  - b. Fencing Paint: It is the Unit Owner's responsibility to keep fences around the patio and air conditioning unit painted and in good condition. Painting includes both interior and exteriors of all applicable fences and should be repainted in the same color when required.
  - c. Front Doors: It is the Unit Owner's responsibility to keep front doors painted and/or stained and in good condition. These should be repainted/re-stained in the same color when required.
  - d. Annual Audits of General and/or Limited Common Areas: The Board and/or Agent or designee volunteers will review all landscaping and fencing in the general and limited common element areas in the spring/early summer of each year. Written notices explaining needed improvements will then be sent to Unit Owners. Unit Owners will be given 30 days to complete any necessary work. If a Unit Owner(s) does not complete the stated work within the 30-day timeframe, the Agent will arrange for the work to be completed by a third-party contractor, whose work will be paid by the Association. A charge for the work done will be added to the Unit Owner's account. This amount will be payable by the Unit Owner(s) to the Association along with a \$50 service fee.

2. Changes to Unit Exteriors and/or Existing Fence Exteriors: A Unit Owner wishing to change the exterior of a unit (including the exterior of patio fences) or the landscaping (including mulch or hardscape, such as river rocks, stone, or similar) around the unit must follow this procedure:
  - a. Unit Owner completes a “CT Condominium Request/Report Form” (see attached) with a detailed explanation of the work to be done and submits the request via email to Agent at [info@saddlepeakproperties.com](mailto:info@saddlepeakproperties.com) or Board at [contactctboard@gmail.com](mailto:contactctboard@gmail.com) . Inclusion of photos and/or project drawings along with the form is encouraged. These requests may also be mailed to the Agent at Saddle Peak Properties, P.O. Box 4240, Bozeman MT 59772.
  - b. Unit Owner awaits notification of approval of request from Agent or Board before proceeding.
  
3. Fencing and Gates-New or Temporary: No fencing of any type (except as specified below) may be placed or constructed on any CT Condominium general common element, either in the front, rear, or sides, of any Unit without the prior written consent of the Board.
  - a. The Unit Owner is responsible for all construction activity and costs, including any damage or modification to the general common elements.
  - b. Fences and gate post may not be attached to the condo siding or trim boards.
  - c. Fence gates added to patio fencing shall be permitted, as long as they comply with the requirements of this Rule. All gate installations must comply with the “Standards for Installing Fence Gates” adopted by the Board of Directors May 9, 2022 (see attached). Such fence gates must be approved by the Board prior to installation.
  - d. All fences and gates must conform to the standard look and design of CT Condominium and its existing fences and gates (including but not limited to design, color, size, scale).
  - e. Fencing around air conditioning units is required and must comply with all requirements of this Rule. Such fencing must be approved by the Board prior to its installation.
  - f. Temporary fencing may be installed on patios, inside the patio fence, at the opening in the patio fence, for the purpose of controlling pets or small children, under the following conditions:
    - i. Such temporary fencing must be removed when there is no person or pet present;
    - ii. Such temporary fencing must be made of attractive material and black or dark brown in color;
    - iii. Such temporary fencing must be no taller than the patio fence.
    - iv. Such temporary fencing must be approved by the Board prior to its installation
  
4. Concrete Foundation: Nothing shall be imbedded into the concrete foundation.
  
5. Storm Doors: Storm doors (front or rear) are permitted as long as they comply with the “Storm Door Standards” (see attached), and said installation is approved by the Board prior to installation.

6. Exterior Attachments-Permanent or Temporary: Unit Owners and tenants/residents **shall not attach anything** (including, but not limited to, hooks, hangers, birdfeeders/houses, trellises, gates or fencing) directly to the unit exterior (**including the exterior of patio fences**), without the prior written consent of the Board. A Unit Owner who has made any alteration to or attached anything to the exterior of a unit, is responsible for correcting any damage to the exterior (including any other damage caused by such attachment or alteration), regardless of whether the owner has received Board approval for such alteration or attachment.

Temporary items such as holiday lights, décor, rugs, laundry, camping gear that are hanging on or over fence exteriors should be removed within the following timeframes:

- Holiday décor: Within two weeks after the holiday has ended
- Household or recreational items such as rugs, towels, laundry, camping gear, etc.: Within three days of original placement

7. Garden Décor: Items such as flowers pots, planters (including raised bed), bird feeders/houses and bistro/string lights are subject to the following:
- a. Flower pots and planters: Any pots, planters, or similar containers placed in any of the common areas (except for patios) must comply with the following requirements. Any planter or pot should be in earthy, natural tones, which are complimentary to the standard look and design of CT Condominium unit exteriors and are of a size and scale that does not dominate the area in which they are placed.
  - b. Bird Feeders and Bird Houses: Bird feeders and bird houses may not be attached directly to the exterior of a unit or a unit fence or gate (patio or air conditioning). These should be placed within the interior of the unit patio and be limited in the number of feeders/houses so as to avoid creating a physical nuisance to adjacent unit(s) or creating an unclean, unhealthy outside environment. Pursuant to Declarations, Article VII, Changes, Repairs, and Liens, B, 2 and the Nuisance Rule, Unit Owners shall keep any entrance or patio area appurtenant to his/her/its unit in a clean and sanitary condition.
  - c. Bistro Lighting/String Lights: Bistro-style/string lighting is limited to single white or amber strands; no multi-colored or other color single-colored strands are allowed. Lighting may not be placed on unit fence exteriors. The lighting shall be installed in such a manner as to not create light trespass or a physical nuisance with adjacent properties. Lighting shall be used for outdoor entertaining only and shall be utilized only when the outdoor area is in use **and** occupied.



This Exterior of Unit and Landscaping Rule supersedes and replaces similar subject matter included in the Violation Policy adopted by the CT Condominium Board of Directors July 26, 2016. If any provision of this Rule shall be in conflict with the Bylaws or Declaration of CT Condominium, said Bylaws and Declaration shall control, but shall not supersede any pertinent city law or ordinance. The invalidity or unenforceability of any provision of this Rule shall not affect the validity or enforceability of any other provision.

Adopted by the CT Condominium Board of Directors on August 9, 2023

By: Signature on File  
Mickey Smotherman, President, CT Condominium Board of Directors

Signature on File  
Laura C. Nichols, Secretary, CT Condominium Board of Directors

## CT Condominium

Bozeman, MT 59718

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### NUISANCE RULE

Article VIII of the Bylaws of the Association, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, as amended July 17, 2023 provides for enforcement of the Declaration and Bylaws of CT Condominium, and empowers the Board to promulgate and adopt rules and regulations for the use of the common elements and for the occupancy of the units so as not to interfere with the peace and quiet of all residents.

The contracted property management company, currently Saddle Peak Properties, shall act as Agent for the Board. The Board of Directors hereby establishes the following RULE, based upon the authority cited above.

Pursuant to the Declarations, Article IV, Use:

1. Any resident whose activities interfere with the peace and quiet of the neighborhood will be asked to cease the activity or remove the physical nuisance immediately,
2. "Nuisance" includes, but is not limited to, noise unreasonably disturbing the peace and quiet of the neighborhood or neighboring units, or leaving or accumulating physical nuisances such as junk, garbage, trash, trash receptacles, work or yard equipment, metal, lumber, debris or other waste outside in limited or general common elements, such as, lawns, flower beds, driveways, sidewalks, the park, streets, paths and walkways of CT Condominium.
3. This Rule shall be enforced in accordance with the Violation Rule adopted \_\_\_\_\_, 2023.

This Nuisance Rule supersedes and replaces similar subject matter included in the Violation Policy adopted by the CT Condominium Board of Directors July 26, 2016. If any provision of this Nuisance Rule shall be in conflict with the Bylaws or Declaration of CT Condominium, said Bylaws and Declaration shall control, but shall not supersede any pertinent city law or ordinance. The invalidity or unenforceability of any provision of this Rule shall not affect the validity or enforceability of any other provision.

Adopted by the CT Condominium Board of Directors on August 9, 2023

By: Signature on File

Mickey Smotherman, President, CT Condominium Board of Directors

Signature on File

Laura C. Nichols, Secretary, CT Condominium Board of Directors

## CT Condominium

Bozeman, MT 59718

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### PARKING AND STREET RULE

Article VIII of the Bylaws of the Association, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, as amended July 17, 2023 provides for enforcement of the Declaration and Bylaws of CT Condominium, and empowers the Board to promulgate and adopt rules and regulations for the use of the common elements and for the occupancy of the units so as not to interfere with the peace and quiet of all residents.

The contracted property management company, currently Saddle Peak Properties, shall act as Agent for the Board. The Board of Directors hereby establishes the following RULE, based upon the authority cited above.

Pursuant to the Declaration, Article IV, Use:

1. Drive safely, at a reasonable speed, no more than 25 mph on CT Condominium streets.
2. Due to the narrow streets within CT Condominium, NO PARKING of any vehicles, boats, recreational vehicles (RV's), or trailers (including moving/construction trucks or trailers) is allowed from 12:00 AM to 6:00 AM on Palisade, Slough Creek, Stillwater Creek, Hanley, Pine Creek, Eagle Creek and Mill Creek. Emergency vehicles need space to respond, and service vehicles need space to operate. Unit Owner's or Unit Owner's visitors' vehicles can and will be towed at Unit Owner's expense, if in violation of this Rule.
3. The following procedure shall be followed by the Agent and CT Unit Owners, for managing any overnight street parking violations:
  - a. Unit Owners can report to the Agent any vehicle(s)\* parked on streets (as noted above) between 12:00AM and 6:00 AM. Either call, text or email the Agent with the license plate number, vehicle description, and location, and ideally, include a time-stamped photo. Agent email is [info@saddlepeakpropoerties.com](mailto:info@saddlepeakpropoerties.com).
  - b. After receiving a report of a parking violation, the Agent shall give a verbal warning to all Unit Owner(s) and/or Unit Owners' property manager(s) of units adjacent to the parked vehicle immediately. A first warning shall also be placed on the windshield of the vehicle parked illegally (see attached).

\*For the purpose of this Rule, "vehicle(s)" shall include but is not limited to cars, vans, trucks, boats, RV's, trailers, including moving trucks/trailers.

- c. Upon receipt of a second report of the same parking violation, the Agent shall email a written notice of the violation to the same Unit Owner(s) and/or property manager(s). A copy of the second notice shall be placed on the windshield of the vehicle (see attached).
  - d. A copy of all notices sent by the Agent to Unit Owner(s) and/or property manager(s) shall be sent to the Board.
  - e. If the vehicle is not moved immediately or is illegally parked again (after the second notice), the Agent is authorized by the Board to call Best Rate towing to request that the vehicle be moved. The owner of the vehicle will be responsible for all costs of towing.
4. No junk or inoperable vehicles are permitted on the property or in individual driveways at any time.
  5. No overnight parking of boats, RV's or trailers, including moving/construction trucks or trailers in individual driveways is permitted. These must be stored in the garage or parked offsite.
  6. No one shall reside in any recreational vehicle, motor home, camper or trailer at any time.
  7. This Rule shall be enforced in accordance with the Violation Rule adopted \_\_\_\_\_, 2023.

This Parking and Street Rule supersedes and replaces similar subject matter included in the Violation Policy adopted by the CT Condominium Board of Directors July 26, 2016, and the Rule to Enforce Restrictions on Overnight Street Parking adopted 10/20/2022. If any provision of this Parking and Street Rule shall be in conflict with the Bylaws or Declaration of CT Condominium, said Bylaws and Declaration shall control, but shall not supersede any pertinent city law or ordinance. The invalidity or unenforceability of any provision of this Rule shall not affect the validity or enforceability of any other provision.

Adopted by the CT Condominium Board of Directors on August 9, 2023

By: Signature on File  
Mickey Smotherman, President, CT Condominium Board of Directors

Signature on File  
Laura C. Nichols, Secretary, CT Condominium Board of Directors



CT COA

PO BOX 4240

Bozeman, MT 59772

**FIRST NOTICE**

Dear Owner,

This is a reminder that there is to be no street parking within the confines of the Association between the hours of 12 AM and 6 AM. Parking on the street overnight in the future will subject your vehicle to be towed by Best Rate Towing at your expense. Please utilize the garage and driveways overnight or park on outside streets such as Ravalli. Thank you!

Regards,  
CT Condos

Best Rate Towing  
1380 Amsterdam Rd, Belgrade, MT 59714  
(406) 586-4357



CT COA

PO BOX 4240

Bozeman, MT 59772

**SECOND (FINAL) NOTICE**

Dear Owner,

This is your Second Notice that there is no street parking within the confines of the Association between the hours of 12 AM and 6 AM. Parking on the street overnight will subject your vehicle to be towed by Best Rate Towing at your expense. **Your vehicle will be towed if it is not moved off the street immediately.**

Regards,  
CT Condos

Best Rate Towing  
1380 Amsterdam Rd, Belgrade, MT 59714  
(406) 586-4357

## CT Condominium

Bozeman, MT 59718

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### PET CONTROL RULE

Article VIII of the Bylaws of the Association, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, as amended July 17, 2023, provides for enforcement of the Declaration and Bylaws of CT Condominium, and empowers the Board to promulgate and adopt rules and regulations for the use of the common elements and for the occupancy of the units so as not to interfere with the peace and quiet of all residents.

The contracted property management company, currently Saddle Peak Properties, shall act as Agent for the Board. The Board of Directors hereby establishes the following RULE, based upon the authority cited above.

Pursuant to the Declaration, Article IV, Use:

1. Pet owners shall keep control of their pets at all times when they are on the general common elements, which include the park, streets, sidewalks, lawns, paths and walkways of CT Condominium. Pets must be on a leash in the general common element areas (as per Bozeman Animal Control regulations).
2. Owners shall clean up **promptly** after their dog or cat so as to maintain a healthy, clean, and attractive neighborhood.
3. Owners having issues with pets not on a leash, or any other violations of this Rule, the Declaration, or city codes, should contact the Bozeman Animal Control Office. If the owner of the pet is a known CT Condominium unit owner, the Agent should also be contacted.
4. This Rule shall be enforced in accordance with the Violation Rule adopted \_\_\_\_\_, 2023.

This Pet Control Rule supersedes and replaces similar subject matter included in the Violation Policy adopted by the CT Condominium Board of Directors July 26, 2016. If any provision of this Rule is in conflict with the Bylaws or Declaration of CT Condominium, said Bylaws and Declaration shall control, but shall not supersede any pertinent city law or ordinance. The invalidity or unenforceability of any provision of this Rule shall not affect the validity or enforceability of any other provision.

Adopted by the CT Condominium Board of Directors on August 9, 2023

By: Signature on File  
Mickey Smotherman, President, CT Condominium Board of Directors

Signature on File  
Laura C. Nichols, Secretary, CT Condominium Board of Directors

## CT Condominium

Bozeman, MT 59718

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### TENANT RULE

Article VIII of the Bylaws of the Association, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, as amended July 17, 2023, provides for enforcement of the Declaration and Bylaws of CT Condominium, and empowers the Board to promulgate and adopt rules and regulations for the use of the common elements and for the occupancy of the units so as not to interfere with the peace and quiet of all residents.

All residents of CT Condominium have the right to live in a clean, safe, peaceful neighborhood. Therefore, as residents of CT Condominium, all tenants shall comply with the covenants as stated in the Declaration for the CT Condominium, as well as the rules and policies established by its Board of Directors.

1. It shall be the Unit Owner's responsibility that their tenants be made aware of the requirements of the Declaration, Bylaws, and Rules and Regulations which apply to their tenancy. These include, but are not limited to:
  - a. Decorations and attachments on unit exterior (Declaration, Article IV, Use and Exterior of Unit and Landscaping Rule)
  - b. Noise or Nuisance (Declaration, Article IV, Use and Nuisance Rule)
  - c. Parking and Speed (Declaration, Article IV, Use and Parking and Street Rule)
  - d. Pets and Leash Ordinance (Declaration, Article IV, Use and Pet Control Rule)

Unit Owner shall obtain the Owner's Handbook from the CT Condominium Board, CT Agent or CT Agent's website, currently at <https://www.saddlepeakproperties.com/ct-condos.html> and provide a copy of the Handbook to the tenant(s). The Unit Owner shall acknowledge that it has provided to the tenant all the information required by this Rule by completing the "CT Condominium Rental Acknowledgement Form" (attached) **and promptly submitting it the Agent via email at [info@saddlepeakproperties.com](mailto:info@saddlepeakproperties.com)** or mailing it to Saddle Peak Properties, P.O. Box 4240, Bozeman MT 59772.

2. Using the "CT Condominium Rental Information Form" (attached), the Unit Owner shall provide the Board with contact information of the tenant(s)--name, phone number(s), email address(es) of those in residence-- as well as Unit Owner's property management company contact information (if applicable), when a tenant moves in. **The completed form should be emailed promptly to the Board at [contactctboard@gmail.com](mailto:contactctboard@gmail.com).** Further, this information should be updated whenever there is a change in tenant(s).



This Tenant Rule supersedes and replaces similar subject matter included in the Violation Policy adopted by the CT Condominium Board of Directors July 26, 2016. If any provision of this Rule is in conflict with the Bylaws or Declaration of CT Condominium, said Bylaws and Declaration shall control, but shall not supersede any pertinent city law or ordinance. The invalidity or unenforceability of any provision of this Rule shall not affect the validity or enforceability of any other provision.

Adopted by the CT Condominium Board of Directors on August 9, 2023

By: Signature on File  
Mickey Smotherman, President, CT Condominium Board of Directors

Signature on File  
Laura C. Nichols, Secretary, CT Condominium Board of Directors

## CT Condominium

Bozeman, MT 59718

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### VIOLATION RULE

Article VIII of the Bylaws of the Association, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, as amended July 17, 2023, provides for enforcement of the Declaration and Bylaws of CT Condominium, and empowers the Board to promulgate and adopt rules and regulations for the use of the common elements and for the occupancy of the units so as not to interfere with the peace and quiet of all residents.

The contracted property management company, currently Saddle Peak Properties, shall act as Agent for the Board. The Board of Directors hereby establishes the following RULE, based upon the authority cited above.

1. A first-time violator of any requirement of the Declaration, Bylaws, or Rule adopted by the Board or the Association, will receive a written notice specifying the violation and the timeframe allowed for the Unit Owner to correct the violation. Such notice shall be sent by email and USPS mail, to BOTH the Unit Owner and the Unit Owner's property manager (if any).
2. If the violation is not corrected within the time period specified in the first written notice, a \$100.00 fine will be assessed against the Unit Owner in a second written notice. The second notice will also indicate that CT Condominium will also contract for any necessary corrective action at the expense of the Unit Owner in violation.
3. Once a fine has been assessed, if the violation is not corrected within seven (7) days of the second written notice, weekly \$100 fines, plus interest, will be assessed against the Unit Owner in written notices until the violation is corrected.
4. Any fines assessed may be appealed to the Board of Directors, if the Unit Owner disagrees with the Agent's determination that a violation has occurred and/or has not been timely corrected.
5. Fines not paid within 30 days of notice will be subject to the Delinquency Rule.
6. Unpaid fines and additional charges after 90 days will result in a lien being placed on that unit.
7. Unit Owners are responsible for any and all violations committed by their tenants at a rate 50% higher than the amounts specified for violations by Owners.

This Violation Rule supersedes and replaces any previous Violation Policy adopted by the CT Condominium Board of Directors July 26, 2016. If any provision of this Violation Rule shall be in

conflict with the Bylaws or Declaration of CT Condominium, said Bylaws and Declaration shall control, but shall not supersede any pertinent city law or ordinance. The invalidity or unenforceability of any provision of this Rule shall not affect the validity or enforceability of any other provision.

Adopted by the CT Condominium Board of Directors on August 9, 2023

By: Signature on File  
Mickey Smotherman, President, CT Condominium Board of Directors

Signature on File  
Laura C. Nichols, Secretary, CT Condominium Board of Directors

**CT CONDOMINIUM ABSENTEE OWNER/RENTER CONTACT INFORMATION**

Please fill out all applicable information & give it to a Board member, or send to CT Condominium Association, P.O. Box 10245, Bozeman, MT 59719. This information will be kept confidential.

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<b><i>Renter(s)</i></b>	<b><i>Owner</i></b>
_____ Name(s)	_____ Name(s)
_____ Unit Address	_____ Phone number
_____	_____ Secondary/Winter Address

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<b><i>Renter Phone Numbers</i></b>	<b><i>Caretaker Information</i></b>
_____ Home	_____ Caretaker name & phone
_____	_____
_____ Cell	_____ Property Management Co. & phone

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<b><i>Renter E-mail</i></b>	<b><i>Caretaker/PM E-mail</i></b>
_____	_____

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***Instructions or additional information in case of emergency:***

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## **CT Condominium Owners Association (COA) Dues Payment Methods**

1. **Pay with a written personal check:** You can write a check and mail it to the address shown below. You can pay monthly, quarterly or annually.
2. **Bill Pay through your Bank:** You can contact your own bank and set up a BILL PAY to CT Condominium Owners Association. Your bank creates the check and sends it to the address shown below.
3. **Saddle Peak Properties System:** Saddle Peak has a very secure accounting system that has additional payment options including pay via a Credit Card or via E-Check with your bank. Be aware that if you use the Credit Card or E-Check payment method there is an additional fee charged by the Credit Card company or bank that is in addition to your monthly COA dues. Contact the office at Saddle Peak Properties (406 581-0142) to set up these type payments.

Steps to take when submitting checks, either personally by you or your Bank's Bill Pay system:

1. Make checks payable to **CT Condominium Owners Association** only.
2. Specify in the MEMO line the month, or months, the check covers.
3. Payments are due on the first of the month. Checks will not be deposited prior to the date due.
4. Mail your check, or have your Bank send the check, to:

CT Condominium Owners Association  
PO Box 4240  
Bozeman, MT 59772

## Exterior Products' Information and Warranties

The following quality materials were used on the exterior of CT Condominium Units. The CT Condo Board has the warranties and will act on them if necessary.

**Roof Shingles: Malarkey Roofing Produces Highlander CS.** This shingle has a 30-year warranty. All units built before 2011 have new shingles due hail damage. Shingles were purchased at Kenyon Noble, Bozeman, MT.

**Unit Siding:** Unit siding on units built between 2006 and 2010 and those constructed after 2013 were built with **James Hardie Hardieplank HZ5**. This siding has a 30-year limited warranty. Units built in the latter part of 2010 to 2013 were built with **CertainTeed Saint-Gobain CertainTeed ColorMax**. This siding has a 50-year warranty on the board and a 15-year warranty on the paint. Siding was purchased at Kenyon Noble, Bozeman, MT.

**Windows: Jeld Wen Windows** and Doors. These windows have a warranty to repair and replace and warranty for defects in workmanship depending on when the window was installed. These windows also carry a spontaneous glass breakage replacement warranty. Go to the internet to find the appropriate year's warranty. Windows were purchased from Lake Glass, Bozeman, MT.

**CT CONDOMINIUM**  
**Rental Acknowledgment Form**

The undersigned CT Condominium Unit Owner hereby acknowledges and certifies (pursuant to CT Condominium Tenant Rule, #1), that Unit Owner or its agent has furnished to the tenant(s) indicated below, copies of: CT Condominium Handbook; CT Condominium Declaration (and all amendments thereto); Bylaws (and all amendments thereto); and all current Rules and Regulations adopted by the Board of Directors.

Signed \_\_\_\_\_

Dated \_\_\_\_\_

Owner Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Property Management Info: \_\_\_\_\_

Tenants Names: \_\_\_\_\_

Please email completed form to [info@saddlepeakproperties.com](mailto:info@saddlepeakproperties.com)

# CT CONDOMINIUM

## Rental Information

Owner Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Property Management Info: \_\_\_\_\_

Tenant Name(s): \_\_\_\_\_

\_\_\_\_\_

Tenant Email(s) : \_\_\_\_\_

\_\_\_\_\_

Tenant Phone Number(s) \_\_\_\_\_

\_\_\_\_\_

Please email completed form to [contactctboard@gmail.com](mailto:contactctboard@gmail.com)



## CT Condominium Request/Report Form

This form should be used by a unit owner to request or report any of the following items or issues to the HOA Board. It can be mailed or emailed to Saddle Peak Properties LLC:

CT Condominium  
PO Box 4240  
Bozeman, MT 59772  
info@saddlepeakproperties.com

- Request for exterior air conditioner
- Request for satellite dish
- Request for any type of exterior repair
- Request for tree or shrub planting or landscaping
- Report repeat violator of CT Condominium Covenants
- Information for Newsletter
- Nameplate or identification sign
- Other

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Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner Address & Phone \_\_\_\_\_

Board/Agent Signature \_\_\_\_\_

(Revised 11/19)

## CT Condominium

### Standards for Installing Fence Gates

These requirements and standards are provided to guide the CT Condominium Board and Management in the approval for installation of gates on the fence surrounding a unit patio.

1. The unit owner is responsible for all construction activity and costs, including any damage or modification to the common elements.
2. The unit owner must submit a request to the Board for approval, and must receive documented approval, prior to beginning any construction. The standard request form will be used and will detail the plans and design of the gate and its installation.
3. The design of the gate will be the same as the existing fence. The gate height will be the same as the fence. The gate will be painted the same color as required in the Owner's Handbook. (SherwinWilliams Exterior Stains Woodscapes Latex, Flat 615CT-30)
4. The posts and the vertical boards will be the same as the fence. (E.g., Cedar or pressure treated pine). A metal gate frame with hinges and bracing may also be used with wood framing and slats attached to it (these are available at Kenyon Noble). This type of installation insures against gate sagging over time.
5. The fence end post and gate post near the foundation are recommended to be placed in concrete approximately 12-16 " inches deep for post stability. If either the fence end post or gate post near the unit foundation are not installed in concrete or other material such as packed Road Grade material, the post should be excavated, and concrete or other sealant such as Road Grade poured around the post to provide stability. Posts should be placed in the ground 24-36 inches and well tamped if Road Grade is used to insure post stability such as in high winds.
6. This gate post may be installed next to the foundation but provide at least a 2- 4" clearance to allow for future painting or other siding work
7. The gate hinges can be attached to the fence end post or the gate post near the foundation.
8. The gate post MAY NOT be attached to the condo siding or trim boards in accordance with existing Declaration of Condominium/Bylaws requirements.
9. If underground irrigation piping or other pipes/wires prevent the post from being installed next to the foundation, the post can be installed a sufficient distance from the foundation to avoid the pipes/wires. The space between the post and the siding can be filled with a wood construction like the gate, attached to only the post and leaving a 2-4" clearance with the siding as described above.
10. As an alternative to 8 above, the owner may contract with, and pay for, the irrigation contractor (or appropriate contractor) to move the obstructing pipe/wires.

This standard was adopted by the Board as a Regulation on May 9, 2022.



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Mickey Smotherman  
President, Board of Directors

## STORM DOOR GUIDELINES

1. Please fill out and sign the “CT Condominium Request/Report Form” and present to the HOA Board of Directors for approval **before** installation.
2. The Larson Tradewinds Clear Fullview door with ScreenAway Retractable Screen and Easy Vent Balanced Window system, model #346-52, (or equivalent if this model is not available) is required. This storm door is available from Kenyon Noble and Lowe’s.
3. Door color must be white and door hardware must be brushed nickel.
4. A standard 36” x 81” door should fit.
5. Professional installation by a fully insured installer is **strongly** recommended to avoid damage or problems with the door.
6. Front and rear entry doors are limited common elements and unit owners are responsible for all costs associated with the storm door installation, any damage to the exterior of the unit, and wooden entry door/rear door resulting from improper installation and any claims or damages resulting from faulty storm door installation.
7. Any removal of weather stripping or other modifications at installation may void the door warranty and reduce energy efficiency.
8. If any white trim around the door is trimmed, or otherwise affected, the owner is responsible for painting any exposed area.

**NOTE:** No signatures are required—this is not be a separate Rule, but a “standard” incorporated into the “Exterior of Unit and Landscaping Rule”.

## TENANT CHECKLIST AND GENERAL INFORMATION ABOUT LIVING IN CT CONDOMINIUMS

Welcome to CT Condominiums!

This checklist outlines the ‘do’s and ‘don’t’s for living in our lovely community. If you have questions or concerns about these or any other aspect of living here, please contact your leasing agent (owner, property manager, etc.) for answers and clarification.

Additionally, as part of your leasing arrangement, you should have:

1. **Been informed about the requirements of the CT Condominium Declaration, Bylaws, and Rules and Regulations which apply to your tenancy.** If not, please contact your leasing agent. The documents noted above include, but are not limited to Rules regarding:
  - a. Decorations and attachments on Unit exterior
  - b. Noise and Nuisances
  - c. Parking and Speed
  - d. Pets and Leash Ordinances
  - e. Violations in general
2. **Provided all tenant phone numbers, emails and names to your leasing agent** so that it can be sent to the CT Condo property management company.

### THINGS TO KNOW AS A RESIDENT OF CT CONDOS

Item	Allowed?	Guideline	Fine?
Air conditioners	Yes (see Guideline)	Freestanding air conditioner units are permitted; must be properly located adjacent to the condo unit with fencing that complies with the standards. <b>No window air conditioners allowed</b>	Yes
Fencing	Yes	Temporary fencing must meet certain standards and comply with specific rules*	Yes
Flags	Yes	American or Military flag only, 1 flag per unit; must meet must meet certain standards*	N/A
Garage Sales	Yes (see Guideline)	With advance permission and will follow the regulations laid out in the aforementioned Guideline	N/A
Garbage	Yes, weekly pickup	Friday (except for certain holidays); Garbage cans and recycling bins must be stored in the garage until collection day AND not placed out for pickup any earlier than the <b>evening</b> before collection day	Yes

		<b>No exterior garbage or recycling storage allowed at any time</b>	
<b>Garden/Exterior Décor:</b>			
- Exterior Décor and Attachments	Limited*	Nothing allowed on condo exterior (includes siding, fencing)	Yes
- Bird feeder/house	Limited	Placed <b>only</b> within patio interior	Yes
-Flower pots/planters	Yes	Not allowed to hang from or be attached to condo or fence exterior(s)	Yes
-Outside lights	Yes	Replace with 60-watt, white only	Yes
-Patio Lighting (i.e., Bistro/string lights)	Limited	<b>Only</b> white lights; no colors. Must be present when in use Remove seasonal lights promptly*	Yes
Noise and General Nuisances	No	Zero tolerance and subject to Violation Policy*	Yes
Parking and Driving on CT Private Streets	Limited	<b>No on-street parking of any kind between midnight and 6:00 a.m.</b>  No campers/RV's, etc. allowed to be stored on driveway or streets at any time  Living in camper (or garage) not allowed*	Yes
Pets	Yes	On leash at all times; clean up promptly  No prolonged barking at any time	Reportable to City of Bozeman, CT Condo PM
Snow Removal	Provided as part of your residency	Includes entry sidewalks and driveways Will NOT be done with vehicle(s) in driveway May opt out by placing orange cones on sidewalk/driveway Remove cars from streets when snow is forecast so crews are not impeded	No
Tenant/Resident Conduct		Be courteous to any contractor, Board member, property management staff, or volunteer who is on your property conducting pertinent work on behalf of the entire community	Reportable for possible action if violated
TV Satellite Dishes	Yes	Allowed with restrictions*	Yes
Water Usage	Usually included as part of your lease agreement	<b>Be mindful of water usage</b> as this is a shared resource throughout CT Condos Limited car washing permitted Hand-watering of potted plants permitted Community-wide irrigation is provided.	No

\* Contact your leasing agent and/or refer to the documents provided at the time of leasing for details.

## Animal Noise/ Barking Dog



## Complaint Log

**Ways to submit this information:**

**FAX** this form to: (406) 582-2355

**MAIL** this form to:  
City of Bozeman  
Attn: Animal Control,  
P.O. Box 1230  
Bozeman, MT 59771

**EMAIL** a scanned copy to:  
animalcontrol@bozeman.net

**You may also submit videos or photographs as evidence to support your barking dog complaint. However, a completed log must be included and videos/photos need to indicate dates and times.**

*Please print or write all information clearly. Attach additional pages if needed. If you have any questions, please contact Animal Control at (406)-582-2249.*

Complainant Name: \_\_\_\_\_

Animal Owner (if known): \_\_\_\_\_

Address: \_\_\_\_\_

Address:

Phone Number:

Date	Time Began*	Time Ended*	Was the animal provoked by cars, construction etc.?	Were owners home? If so did you contact them?	Location of animal (e.g. b etc.)

\*These times must be specific. Entries such as "all day" or "24 hrs." will not be accepted.

Please give a brief account of the animal problem, when it began and what (if anything) you have done to resolve the problem:

\_\_\_\_\_

As indicated by my signature below, I understand that by filing this complaint I am willing to appear as a witness at any and all hearings that may be conducted pertaining to this incident. I also understand that if I am unwilling to appear before the Court, this complaint may be dismissed. I swear under penalty of perjury of the laws of the State of Montana that the foregoing is true and correct. (MCA 45-7-201).

**Signature:** \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_ .

SIGNED at Bozeman, Montana DATED, this