

Stone Creek Condominium Owners Association Rules and Regulations

(rev. as of November 22, 2023)

I. General

A. Use of Lease

1. Leasing

a. All tenants shall be registered with the SCCOA (Stone Creek Condominium Owners Association), proof being a signed lease, on file, with SCCOA.

b. A signed copy of these Rules and Regulations acknowledging that the tenants have read and will abide by said Rules and Regulations shall accompany the lease.

2. Garbage and Trash

a. Garbage and trash shall be deposited in appropriately marked trash containers at the east and west ends of the parking area, to include applicable recyclable garbage and trash. Trash is not permitted to be stored in common entrance areas and is not permitted to be deposited anywhere other than in appropriately marked containers in the trash receptacles.

b. Large appliances and furniture may not be disposed of in or around the trash dumpsters. Disposal of appliances and/or large furniture is not the responsibility of the SCCOA. Owners/tenants/contractors must make their own arrangements for the pickup of large items.

3. Entrances, Patios and Decks

a. Front entrances shall not be used for storing unsightly materials, bicycles, toys, laundry, sporting equipment, trash or anything that would in any way change the appearance of the project, without prior written approval of the Association.

b. Rear decks and patios may be used to store only the following items: decorative plants or flowers, firewood, patio-type furniture, and gas barbeques. All other items must be removed. Drying of beach towels or laundry is prohibited.

c. Only gas grills are permitted on the decks. (Charcoal grills are a severe fire hazard and not allowed on decks by the Town of Avon.)

4. Exterior Alterations

- a. Owners are not permitted to make alterations or changes to the external

structure of any unit without first obtaining written permission from the Board or its designated committee of the Association to make such alterations or changes. This shall include the replacement of any doors or windows.

- b. No shades, awnings, windows guards, ventilators, fans or air conditioning

devices shall be used on the exterior of the building unless such exterior additions have been approved, in writing, by the Board or its designated committee of the Association.

c. No Signs, Notices or advertisements shall be inscribed, or exposed on, or at, any window or other part of any unit, unless approved, in writing, by the Board or its designated committee of the Association, nor shall anything be projected out of any window of any unit.

d. No Owner or tenant shall do any painting of the exterior of any unit, to include any patio, fence, garage, or storage area. No changes or alterations of any kind are to be made without prior written permission by "the Board or its designated committee of the Association.

- e. Telephone, short wave, television antennas, air conditioning, or wiring for

any purpose, shall not be installed on the exterior buildings or walls. One

satellite dish per unit may be mounted, discreetly on the exterior of the

building. If any satellite dish is mounted in a location that is found by "the Board or its designated committee of the Association to be visually or functionally detrimental to project, the Association reserves the right to demand the relocation of any satellite dish.

5. Interior Alterations or Use

- a. Any interior remodels, as defined by alterations made to, but not limited to,

existing walls, floors, plumbing, electrical wiring, or ceilings, must conform

to Town of Avon codes. Homeowners must obtain required permits and/or

studies and have required inspections performed. Alterations made within

a unit must not create an annoyance, nuisance, or disturb the tranquillity of

the neighborhood. Interior remodels must receive approval, in writing,

from the Association. The board will not withhold permission unreasonably.

- b. Hot-water closets and other water apparatus in the buildings shall not be

used for any purpose other than those for which they were constructed.

Nor shall any sweepings, rubbish, rags, papers, ashes or any other article be thrown into the same. Any damage resulting from the misuse or negligence of any hot water closets or other apparatus shall be paid for by the Owner of the responsible hot-water closet or apparatus. Proper emergency drainage shall be maintained for the hot-water heater of each unit so that in the event of a leak or failure, excess water shall drain away in such a way as to minimize potential damage to any adjoining units or the building. All costs incurred from water leaks will be paid for by the Owner of the unit where the leaks originate. The Association may assess an Owner for the costs incurred due to water leaks that originate in their unit.

- c. Window coverings shall be drapes, blinds or shutters and neutral in color. No sheets, blankets, or towels shall be hung in windows at any time.
- d. The installation of wood floors (hard wood, laminate, engineered, or otherwise) are specifically prohibited in any upper-level unit, with the exception of kitchen and bath areas that would otherwise consist of tile or other hard surface flooring.

6. Cleaning

- a. No Member or tenant shall shake, beat, or hang rugs, clothing, sheets, etc. from any window, balcony, or deck of any unit.
- b. Owners and tenants shall not sweep or throw any dirt or waste from any unit into the common area or onto any other owners unit.

B. Use of Common Areas and Limited Common Elements

1. Obstruction

- a. The common areas shall not be obstructed, nor shall they be used for any purpose other than ingress and egress from any unit. Vehicles, such as two or three-wheeled cycles, golf carts, or automobiles shall not be parked in such a manner as to obstruct the access to any unit, the trash receptacles and for all activities associated with snow removal.

2. Garbage and Trash

a. Trash, papers, cigarettes, etc. shall be placed in properly marked containers, including all identified recycle materials and their related recycle collection containers.

3. Plantings

a. Any Owner wishing to plant flowers, vegetables, trees, or shrubs outside of their patio area must first obtain written permission from the Association.

4. Landscaped Areas

a. Owners, tenants and guests are expected to respect all landscaped areas of the project. Cost to repair any damage to landscaped areas caused by Owners, tenants, or guests is the responsibility of that individual.

C. Actions of Owners and Occupants

1. Quiet Periods – Every resident has a right to quiet enjoyment, from 10pm till 8am.

a. No owner or tenant shall make or permit any unreasonable noise that disturbs or annoys the occupants of any of the units, or do or permit anything to be done, that will interfere with the rights, comfort or convenience of other occupants. Curfew for common area is from 10pm until 8am each day.

2. Financial Responsibility

a. Each owner or tenant shall be personally responsible for the supervision and conduct of family, owners, tenants, invitees and guests, and is liable for any and all damage caused by them.

3. Association Employees

a. No owner or tenant shall send any employee, contract worker or HOA Officer on any private business of another owner or tenant.

4. Pets

a. While owners are allowed to keep certain household pets (no more than two animals) tenants and/or guests are permitted to have pets only with prior management approval.

b. Owners, tenants and guests are required to immediately remove all feces dropped by their pets.

c. Tenants and guests are required to pay a one-time, nonrefundable fee of \$200.00 to Stone Creek Property Management for any and all dogs residing at the property long or short term. This fee is waived for resident owners.

D. Insurance

a. The Association maintains an insurance policy as required by the Declarations and Bylaws. A copy of this insurance policy is available at our website online or via email by request through Association Secretary / Treasurer or Accountant. Owners must obtain their own coverage for the contents of their units and other coverage as they deem necessary.

E. Motor Vehicles

1. Parking

a. Each unit has two designated parking places: first, their own garage, and second, a space on the lot surface, parking designated by their corresponding unit number. No more than two (2) vehicles are permitted per unit for either Tenants and/or Owners except for episodic events (as noted in 1d, below). Any owner or tenant must secure assigned parking in either a garage or space on the lot, that space not already designated as a short-term parking spot.

b. All vehicles, whether owned by Tenants, or Owners, must be registered with the Association and either an owners parking sticker displayed in the vehicle's front or rear window, or a hangtag. Each owner will be issued two parking stickers for their use. After November 22, 2023, all vehicles without either an approved visible sticker or hangtag risk be towed at car owners expense. Replacement stickers are available by request through HOA Board Secretary, though no more than 2 vehicles / unit are allowed parking within Stone Creek.

c. Campers, boats, trailers, motor homes and abandoned or inoperable vehicles are not permitted to park at Stone Creek. Campers will be allowed no more than 72 hours to load, unload and prepare for an outing or storage. An abandoned vehicle is defined as having any of the following: no current registration, tires that are not round, visible fluids under the vehicle, and/or broken or missing glass in the front or rear window.

c. Overnight parking in front of unit garages is not permitted (11pm-7am), effective 11/22/2023. This applies year-round. Owners and tenants are permitted for a period not to exceed 60 minutes for loading and unloading. The only exception to this rule is the evening of the Town of Avon Independence Day celebration, where each unit is allowed one overnight vehicle in front of their unit, as determined by Unit owner.

d. Parking for episodic events (dinner parties, special celebrations) is allowed. Owner or tenant is first responsible for securing needed number of additional parking spots. For these events, parking in front of own unit or neighboring unit (with their permission) and within either or both of the designated short term parking spots is permitted until 11pm, so long as notice of event, including the hosting unit number, is placed on the dashboard of vehicle parked in front of unit or in one of

the short-term parking spots. Any vehicles parked after 11pm in front of unit or within short-term parking spots are subject to being towed.

e. Stone Creek will have two (2) spaces labelled as “Short Term Parking” with specific signage inserted in front of both spots, to accommodate contractor and other short term parking needs. These spots will contain signage noting a 4-hour parking limit, no parking past 11pm with violators subject to towing.

2. Parking signage

a. Due to the Town of Avon implementing short term rental requirements, signage denoting parking space designation for short term rentals (STR’s) will designate one specific parking space for STR contract unit. In addition, a Stone Creek Condominium Parking Map will be posted on the parking lot center pole and at a minimum of 2 additional public places near the parking lot.

b. Due to the incremental costs incurred through the Town of Avon STR program, each unit owner paying a TOA license fee shall be charged a similar amount by the Association to help offset the incremental costs of signage and other association costs incurred. This invoice shall be issued by last day of calendar year and paid no later than February 1st of the following year.

b. All STR’s must have a hangtag noting the unit which they are residing and a phone number where they can be reached by text / call, in the event their vehicle needs to be moved. It shall be the unit owners responsibility to provide these hangtags and instruction for their usage before and during STR stay.

2. Parking Lot / Other Maintenance

a. Owners in possession of a Town of Avon STR license are deemed responsible for the safety of their renters by Town of Avon. All carbon monoxide alarms, smoke alarms and egress windows must be operational, and handrails in place. Any of these items not operational, the Town of Avon encourages STR feedback for Town of Avon to conduct unit owner follow-up.

b. Other than washing and cleaning of cars, no other type of work or repairs may be done in the parking areas except emergency repairs which do not leave a car disabled for more than forty-eight (48) hours.

c. Damages to common area property or other units while working on a vehicle shall be the responsibility of the owners.

3. Speed Limits/Traffic Signs

a. Owners, tenants and guests shall observe all signs and be especially careful of children playing in the common parking lot area. Failure to abide will be considered a nuisance and violators are subject to fines.

II. Administration

A. Written Consent

1. Any consent or approval given under these Association Rules by the Association management committee shall be revocable at any time.

B. Amendments

1. From time to time these Association Rules may be altered, amended, or repealed by the Association, or Association Board.

C. Assessments

1. Payment

a. As provided in the Bylaws of the Stone Creek Condominium Owners Association, Article VIII, all owners shall be obligated to pay the monthly or quarterly assessments imposed by the Association Board. The assessment shall be made according to the provisions of the Declaration.

b. Assessments are due in advance yearly and paid monthly.

2. Penalties

a. If any assessment shall remain unpaid fourteen days after the due date thereof, the Board of Directors may impose a penalty on such defaulting owner in an amount equal to fifteen percent (15%) of such assessment.

Likewise, a penalty equal to fifteen percent (15%) of the unpaid assessment may be imposed for each calendar month where any fees are unpaid so long as such assessment shall be unpaid.

b. All sums assessed, but unpaid, for the share of common expenses chargeable to any condominium unit shall constitute a lien on such unit superior to all other liens and encumbrances, except those outlined in the Declarations.

D. Resales

1. Any unpaid assessments and penalties shall be due and payable prior to sale.

2. Unit owners must report to realtors and potential buyers any deficiencies not addressed through Associations independent audit of chimney and fireplace inspection.

3. Purchaser shall be required to pay the Association an amount equal to two (2) months current assessments, in advance. Such money shall be retained by the SCCOA in a working capital account.

4. The two months advance from an owner shall be returned to the owner by the purchaser upon the sale of their unit provided account is current.

III. Recreation Amenities

A. Facilities

1. Use

a. Recreation rooms are for the use of the owners, tenants, and their guests only. Unit owners will provide an access code for owner, tenant and visitor usage. Each member or tenant assumes responsibility for their personal injury or any property damage that may result in the use of said recreational area by the member/tenant, their family, guests or invitees.

b. Recreation rooms are not to be used as a sleeping area for overnight use by owners, tenants or guests.

c. Persons using the recreation areas shall be responsible for removing all article brought by them.

d. Persons who cannot demonstrate that they have rightful access to the recreation areas shall be asked to leave. In the event that they fail to leave, local police will be notified for the purpose of removing such persons.

e. The use of glass is prohibited in all common areas. Plastic, Styrofoam or aluminium cans are required.

f. Curfew for common areas is 10:00 PM to 8:00 AM daily. Access and usage to the common area during this time is strictly prohibited.

g. Appropriate leisure clothing must be worn at all times when using any of the common areas.

h. Upon leaving the recreation rooms, owners, tenants, and guests shall turn off all lights and pull all doors fully closed, ensuring they lock.

i. Trash, papers, or approved cups shall be placed in the proper receptacles.

j. Per Town of Avon "Clean Air Ordinance", there is to be NO Smoking on Stone Creek property.

k. While the state of Colorado has legalized some usage of marijuana, the town of Avon law prohibits smoking in public places, places of employment, outdoor seating areas, service lines, recreational facilities, and smoking within a 25' perimeter. Therefore, recreational usage of marijuana on Stone Creek property is strictly prohibited.

B. Jacuzzi and Sauna

1. Use

a. The jacuzzi and sauna area is open unless otherwise noted as closed. If signage indicates these areas are closed, please respect and follow these signs.

b. Each member, tenant and guest may use the Jacuzzi area and sauna; however, each member or tenant assumes all risks and the responsibility of personal injury, or property damage that may result from the use of the Jacuzzi and/or sauna and surrounding area.

c. Owners, tenants and guests must place the cover on Jacuzzi upon leaving the area.

d. Owners, tenants and guests must clean up areas to original condition immediately upon leaving.

e. Owners, tenants and guests are expected to be considerate of others when using Jacuzzi area. If noise levels are excessive at any time, owners, tenants or guests may be requested to vacate the area.

f. Children under 14 years of age are not permitted to enter the jacuzzi and/or sauna unless accompanied by a parent.

g. Animals are not allowed in the Jacuzzi or in the common area.

h. The fireplace is not operational is not to be used at any time.

i. Proper clothing must be worn at all times when using the Jacuzzi and sauna.

2. Maintenance of Jacuzzi, Sauna and common area showers

a. Maintenance of the Jacuzzi and saunas is a function of the Association. The jacuzzi temperature may not always be to the liking of each individual owner or guest. An adjustment to the equipment by owners or guests is prohibited. The prevailing outdoor temperature and amount of use are factors in determining Jacuzzi temperature.

b. The common area showers are available for owner or tenant usage however no supplies are furnished.

C. Furniture

1. Use

a. Furniture and fixtures in the recreation rooms and Jacuzzi areas are for the use of owners, tenants and guests. While using these areas furniture and fixtures shall not be removed from the recreation rooms or jacuzzi area for any reason nor used to block open locked doors to these areas.

D. Recreation Room Rental Policy

1. Reservations for Private Parties

- a. Recreation rooms are for the use of the Owners, tenants and their guests only. If the area is desired for a private party, a written request must be made to the Association at least fourteen (14) days in advance. There will be a \$100.00 security deposit required if alcohol is going to be served, The Association will have the right to approve or deny any such request.
- b. Owners or tenants will be responsible for clean-up and any damage incurred during the private party.
- c. If noise levels are excessive, Owners or tenants and their guests will be requested to vacate the area.

IV. Fines

1. Administrative Fees

- a. In addition to any special assessments authorized under the current Declarations, the Board is authorized to assess any actual costs associated with the administration and enforcement of the Rules and Regulations. As these actual costs are difficult to determine, the Board hereby incorporates the following administrative costs. There are no costs to sending the first violation notice. There are no costs to sending the second violation notice, which is sent via certified mail. For each subsequent violation, however, there will be a \$200.00 administrative fee attached to each violation notice.

2. Notice and Appeal

- a. Notice and penalties for the violation of the applicable Rules & Regulations shall be as follows:

First Violation - \$100.00 fine, written Notice via first class mail.

Second Violation - \$150.00 fine and Notice sent via certified mail.

Third Violation - \$200.00 fine and \$200.00 administrative fee.

Each subsequent - \$200.00 fine and \$200.00 administrative fee.

Additional amounts may be added for damages to the common or limited common elements. Any unpaid assessment will result in a lien of said unit.

The Board of Directors last made changes to these Rules & Regulations on October 5, 2023 to be effective November 22, 2023. Any appeal shall be made, in writing, to the SCCOA Board of Directors. Contact President or Secretary / Treasurer via email and state the specifics of your appeal. A meeting with the Board of Directors will be arranged within 21 days.

By signing below, I acknowledge that I have read and understand these Rules & Regulations, which become effective November 22, 2023.

Signature(s): _____

Print Name(s): _____

Unit #: _____ **Date:** _____