

Stone Creek Condominium Owners Association Rules and Regulations

(effective as January 31, 2025, replacing Nov 15, 2024 posted rules)

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 member.

b. A signed copy of these Rules and Regulations acknowledging that Stone Creek tenants have read and will abide by said Rules and Regulations shall be provided to SCCOA Board.

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. The failure of residents to follow posted recycling guidelines is subject to fine.

b. Large appliances and furniture may not be disposed of in or around the trash dumpsters. Disposal of appliances and/or large furniture nor their shipment containers, 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 community, 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, patio-type furniture, and gas barbeques. All other items must be removed. Drying beach towels or laundry is prohibited. Firewood is prohibited from being stored on rear decks and patios from May 1st through October 15th. Firewood may be stored on a rack which keeps the firewood off the patio walls and ground floor. Total quantity may not exceed 18" (w) x 4' (h).

- c. Gas grills may only be stored on the decks and may only be used at least 10 feet away from Stone Creek building due to HOA insurance regulation. (Charcoal grills are a severe fire hazard and not permitted for use at Stone Creek 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 via ARC form 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. Garages cannot be altered for any usage except storage of vehicle or personal effects without exception.
- b. No shades, awnings, windows guards, ventilators, fans or permanent 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 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 community, the Association reserves the right to demand the relocation of any satellite dish.
- f. Exterior doors installed in the common area between upper and lower unit entrances are a required maintenance item of the two unit owners, where present. Both owners must agree to fund the installation and maintenance of this door. Once in place, agreement must be disclosed on all property listing agreements. SCCOA requires the door be maintained with paint or stain and must open / close securely at all times. The door is not permitted to have any lock. Where an exterior door is installed, all hallway wall maintenance is maintained by the two owners. The HOA will not unreasonably ask for repair or upkeep but maintenance must be attained on a timely basis.

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. Portable A/C units (i.e. swamp coolers) and temporary electric heaters are permissible but homeowner must first submit an ARC(Architectural Review Committee) form for HOA approval prior to installation. Homeowners must obtain required permits and/or studies and have required inspections performed before installation. Alterations made within a unit must not create an annoyance, nuisance, or disturb the tranquility 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 closet 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, except for kitchen and bath areas that would otherwise consist of tile or other hard surface flooring. Where hard wood exceptions have been granted in writing, this exception must be published within all sales listing documents.

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 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 recycling materials and their related recycle collection containers. Failure to follow posted signage may result in a fine.

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 community. Cutting of trees and bushes requires permission of HOA. 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.

a. No owner or tenant shall make or permit any unreasonable noise that disturbs or annoys the occupants of any of the units, do or permit anything to be done, that will interfere with the rights, comfort or convenience of Stone Creek tenants. 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. Owner contact information

a. Owners must provide SCCOA with the most current contact information, to include current mailing address, telephone number and email address, when requested.

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 pre-arranged owner 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 nonrefundable fee of \$200.00 to Stone Creek Owners Association for any separate occurrence of 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 the Association Secretary / Treasurer. Owners must obtain their own coverage for the contents of their units and other coverage as deemed necessary. Owners must provide the SCCOA with a copy of their unit policy if requested.

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 decal sticker displayed in the vehicle's front or rear window, or a hangtag. Each owner will be issued two parking stickers for their use. All vehicles without either an approved visible decal sticker or hangtag risk be towed after receipt of notice at car owner's expense. Replacement stickers are available by request through HOA Board President or Secretary. No more than 2 vehicles / unit are allowed parking within Stone Creek unless prior arrangements have been made using a fellow owner allocation.

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 48 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, no owner sticker or hangtag, tires that are not round, visible fluids under the vehicle, and/or broken or missing glass in the front or rear window.

d. The installation of EV charger requires an ARC form be completed and approved by HOA Board, that includes the specific charger model to be installed and details of its location. EV chargers must be installed by an insured electrician, preferably a Master Electrician. No level 3 Charging in enclosed parking structures. Level 1 & 2 charging can be conducted in private garages, if installed by a licensed electrician and inspected by loss control and annually by building maintenance.

e. Overnight parking in front of unit garages is not permitted (11pm-8am) year-round. Owners and tenants are permitted in front of unit garage 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.

f. Parking for episodic events (dinner parties, special celebrations) is allowed. The 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 one or both 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 from 11pm – 8am in front of unit is subject to being towed.

g. Short Term parking spaces are eligible for overnight resident guest parking, subject to the following conditions:

- a. Any vehicle must have a visible visitor hangtag. Without this, the vehicle is subject to immediate towing anytime.
- b. The length of time any vehicle can be within the spot is 24 hours. Any vehicle which exceeds the 24-hour limit is subject to being towed.
- c. Residents rotating cars for the purpose of “holding” the Short-Term parking spot is considered a violation of the 24-hour limit described above.
- d. If the short-term spot is needed for snow removal the spot must be vacated.
- e. There is no provision for Short Term renters to have more than one car parked within Stone Creek parking lot

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, on Stone Creek website and in the community room.

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 an amount determined 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 15th of the following year.

c. All STR's vehicle 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 owner's responsibility to provide these hangtags and instruction for their usage before and during STR stay. Vehicles in identified STR parking spaces which do not possess a hangtag are subject to receipt of notice and being towed at car owners expense.

2. 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. These items need to be 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 owner or tenant causing the damage.
- d. The Association will employ usage of contractors to carry out Board-approved upgrades, repairs and improvements. These contractors take direction from the Board or assigned project manager. Owners cannot change the direction of contractor deliverables provided by Board except through the Board. Owners are subject to fines if they or their tenants are seen to delay the project outcomes or harass the contractor.

3. Speed Limits/Traffic Signs

- a. Owners, tenants and guests shall observe all posted signs and be especially careful of children and pets 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 is effective when in writing and shall be revocable at any time.

B. Amendments

From time to time these Association Rules & Regulations may be altered, amended, or repealed by the Association, or Association Board. Any rules which conflict with CCIOA Policies & Procedures which was incorporated on 15-October-2024 will be guided by CCIOA Policies & Procedures.

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 or special 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 unless otherwise noted.

2. Late Payment Penalties

a. The Association shall be entitled to impose a monthly late payment fee of twenty-five dollars (\$25.00) on any assessment which shall remain unpaid fifteen (15) days after the due date.

b. Interest: Delinquent assessments, fines or other charges due the Association shall bear interest at the rate of eight percent (8%) per annum from the due date until paid.

The Association shall assess the actual fees charged to Association by bank against an owner in the event any check or other financial instrument attributable to payment is not honored by bank. If two or more of an Owners checks are returned unpaid within a fiscal year, the Association can require all future Owner payments be made via certified check, money order or similar instrument.

c. The Association may file a Notice of Lein against the property of any delinquent Owner in accordance with the terms and provisions of Governing Documents and CCIOA.

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. Unit owners must report upcoming special assessments to realtors and potential buyers. In addition, any flooring or garage exceptions approved by HOA need to be disclosed.

4. 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.

5. The two months advance from an owner shall be returned to the owner 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 be provided 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 articles 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 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 aluminum 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, including smoking within a 25' perimeter. Therefore, recreational usage of marijuana on Stone Creek property is 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 and secure the cover on jacuzzi upon leaving the area.

d. Owners, tenants and guests must clean up areas to their 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 community room fireplace is not operational and is not to be used at any time.
- i. Proper clothing must be always worn 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

A. Administrative Fees

1. 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. There is no cost to sending the first violation notice. There are costs to sending the second violation notice, which if sent via certified mail the cost, is billed to owner. The maximum fine for violations of the same rule are capped at \$500.00 per CCIOA.

B. Notice and Appeal

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

First Violation – warning letter, written notice sent via email.

Second Violation (of same rule) - \$100.00 fine and notice sent via email.

Third Violation (of same rule) - \$200.00 fine plus administrative fee, with email notice.

Fourth violation (of same rule) - \$200.00 fine plus administrative fee, with email notice.

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

C. Request for hearing: in the event any Owners desires a hearing to challenge or contest alleged violation and possible fine, owner must request hearing within 14 days and virtual hearing must be established within 21 days of receipt of hearing request.

The HOA Board last made changes to these Rules & Regulations on December 30, 2024 to be effective Jan 31, 2025. 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 virtual meeting with the HOA Board will be arranged within 21 days.

By signing below, I acknowledge that I have received, read and understand Stone Creek Condominium Owner Association Rules & Regulations, which become effective January 31, 2025.

Signature(s): _____

Print Name(s): _____

Unit #: _____ **Date:** _____

Email Address: _____

Mailing Address: _____