

## Memorandum

**To:** *Soda Creek Condominium Owners*  
**From:** *HOA Board of Directors*  
**Date:** *February 21, 2005*  
**Subject:** *Miscellaneous*

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**We need all owners' cooperation and assistance to maintain SODA CREEK CONDOMINIUMS as a FIRST CLASS community.**

Attached are the Association Rules and some portions of the Covenants that apply to owner maintenance and conduct. The following issues that need some work have come to the Board's attention:

1. **PARKING** - We are getting pretty good cooperation but it needs to be better and by everyone. It is essential that no owner park more than two cars (passenger cars, vans and pick-up trucks only) for each condominium. All vehicles must be operating and moved on a regular basis to accommodate full area snow plowing. Parking permits will be issued (two per household) by the end of February. Please let the board know if you do not receive yours by then. There will be a fee to replace lost passes.
2. **PETS** - We are getting complaints about dogs running loose, off leashes and not being picked-up after. Please be a responsible pet owner and keep your dog on a leash, under control and pick-up after it.
3. **STAIRWAYS AND LANDINGS** - **No storage of anything** is allowed including bikes, trash and recycling containers. These areas must be kept clear for both esthetic reasons and safety reasons.
4. **LAUNDRY ROOMS** - Please clean laundry rooms and machines after you use them. If you wash something that is unusually dirty or covered with pet hair please wipe the washing machine after you use it and/or run another cycle to clean. Also please clean the lint catchers in the dryers. We have had an owner who had an allergic reaction to clothing worn after washing in a washer that was covered with pet hair. There are probably some circumstances where excessively dirty items would best be washed at a commercial laundromat with more heavy duty equipment.
5. **WINDOW COVERINGS** - Please remove and replace any noncomplying window coverings such as brightly colored ones (red, green, yellow, etc.) The covenants require that: *"All window coverings as seen from the exterior of units*

*shall be neutral in appearance (whites, tans, grays) with no loud colors or reflective materials. Towels, sheets, blankets, newspaper, other paper and other non customary coverings shall not be permitted."*

6. **WINDCHIMES AND BELLS** - Per covenant provision 6. j. not permitted without Board approval. Unlikely to approve due to close quarters and complaints we have already had.

**The Board doesn't want to get in the position of being a policing agency and court with fines as allowed by the Covenants and Rules so please cooperate. Thank you!!**

## **RULES AND REGULATION**

October 31, 2003

The following are Rules and Regulations, pertaining to the conduct of persons and the use of the common elements within **SODA CREEK CONDOMINIUM PROPERTY** have been duly adopted by the Executive Board of **SODA CREEK CONDOMINIUM ASSOCIATION, INC.**, pursuant to the Declaration and Bylaws therefore. All words and phrases defined in the Declaration and Bylaws shall have the same meaning when used herein.

All Unit Owners shall obtain, read, and become familiar with the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations.

- a. All Unit Owners shall apply to the Executive Board for approval of any alterations to any Units including landscaping.
- b. Common sidewalks, driveways, entrances, passageways, utilities, shall not be obstructed or used by any Unit Owners for any other purpose than intended.
- c. No articles or vehicles of any kind shall be stored or placed on or in any common element area except in designated parking spaces.
- d. Except as otherwise provided in the Declaration, no signs shall be placed or permitted within the Properties. Except as provided below, so long as any Unit is owned by Declarant, no Owner shall be permitted to place any sign on the Properties or on his Unit advertising his Unit for sale or lease.
- e. Except as otherwise approved by the Executive Board or as permitted by the Declaration, no Unit Owners, resident, or lessee of a Unit shall install exterior wiring for any purpose, nor shall any television or radio antenna, satellite dishes, machines or air conditioning units be installed on the exterior of the Properties or protrude through the walls or the roof of any Unit.
- f. Unit Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises and offensive odors, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants or occupants of other Units.
- g. Decks and patios, if any, shall be used only for the purposes intended and shall not be used for hanging garments or other articles or for cleaning rugs, household articles or other items. No rugs or other materials shall be dusted from windows, courts, decks, or patios.

h. No exterior window coverings of any kind are permitted and only appropriate permanent window coverings may be used on the interior; no temporary coverings such as newspapers, towels, sheets, blankets, etc. may be used.

i. All Owners shall maintain strict control of and over any cat, dog or other animal owned by such Owner at all times, and shall be responsible for all damage done by such animal. Any damage to the common elements caused by a Unit Owner's animal shall be repaired at the expense of that Unit Owner. No pets may be kept on the premises that are not owned by a Unit Owner. Lessees, renters and any other occupants other than Unit Owners are not permitted to keep pets on the Properties. Unit Owners shall be responsible for keeping their pets quiet at all times. No pets may be left on decks or patios when an owner is not home.

j. No sweepings, trash, rubbish, rags, papers, ashes, or other substances shall be deposited in the sanitary sewer system from any Unit, which may tend to impede the flow of liquid through such system.

k. Any damage to the common elements or common personal property caused by an Owner, a member of his family, guests, customers, or invitees shall be repaired at the expense of that Unit Owner.

l. The moving of furniture and fixtures in and out of Units and the maintenance and repairs to any Unit shall be accomplished only between the hours of 8:00 AM and 7:00 PM or in accordance with the then current Association Rules and Regulations.

### **Procedures and Enforcement**

The Association for enforcement of the Declarations and the Rules and Regulations shall implement reasonable procedures, including notice of alleged violations and opportunity to be heard. All fees, fines and charges imposed by the Association and all costs incurred by the Association in enforcement of the Declarations and the Rules and Regulations, including, but not limited to, the cost of any corrective actions and collection proceedings shall constitute enforceable assessments against Unit Owners pursuant to the provisions of the Declaration and Bylaws. For each day any violation continues after notice, it shall be considered a separate violation. The Association shall have the authority to take any remedial action it deems appropriate in the event of a violation of these Rules and Regulations, the Bylaws, the Declaration or the Articles of Incorporation (the "Documents").

No failure by the Association to insist upon the strict performance of any term or provision contained in the Documents shall constitute a waiver of any such term or provision unless the Association makes such waiver in writing. Any waiver or indulgence of a breach of a term or provision of these Rules and Regulations shall not prevent a subsequent act, which would have originally constituted a violation under the Documents, from having all of the force and effect of a violation or prevent the Association from exercising all of its rights and remedial actions. Fines for various

violations will be assessed and paid according to the following schedule. Each day an offense continues it will be considered a separate violation.

1st Offense -	Written warning
2nd Offense -	\$25.00 fine
3rd Offense -	\$50.00 fine
4th Offense -	\$100.00 fine
5th Offense and each subsequent offense -	\$150.00 fine

### **Penalties for Assessments Not Paid on Time**

All assessments, dues, and other payments not received by the 10th day after they are due will be subject to a late fee of \$10.00. If not received by the 10th of the month following the month in which they were due another \$10.00 late fee is due. For example, if on the 11th of February neither the January dues or the February dues have been received, the late fee due will be \$30.00; \$20.00 for the January dues and \$10.00 for the February dues. Any uncollected dues after 90 days may be pursued in small claims court with all costs charged to the homeowner who is in arrears. The Association also reserves the right to file a lien against a Unit Owner's Unit for any and all dues and other payments owed to the Association.

***The Rules and Regulations are subject to amendment and to the promulgation of further regulations from time to time at the discretion of the Executive Board.***

## EXCERPT FROM COVENANTS

### 6. USE LIMITATIONS AND RESTRICTIONS

- a. **Limitations and Restrictions.** All Units shall be held, used and enjoyed subject to the limitations and restrictions herein, and subject to the exemptions for Declarant set forth in this Declaration. The strict application of the limitations and restrictions in any specific case may be modified or waived in whole or in part by the Association if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing.
- b. **Use and Occupancy.** Each Owner shall be entitled to the exclusive ownership and possession of such Owner's Condominium Unit. No Condominium Residence within the Condominium Community shall be used for any purpose other than single-family residential purposes as generally defined, provided however, Owners may conduct business activities within their Residences provided that, in the sole discretion of the Executive Board, all of the following conditions are satisfied:
- i. the business conducted is clearly secondary to the residential use of the Residence and is conducted entirely within the Residence;
  - ii. the existence or operation of the business is not detectable from outside of the Residence by sight, sound, smell or otherwise, or by the existence of signs indicating that a business is being conducted;
  - iii. the business does not result in an undue volume of traffic or parking within the Condominium Community;
  - iv. the business conforms to all zoning requirements and is lawful in nature;
  - v. the business conforms to any rules and regulations that may reasonably be imposed by the Executive Board from time to time on a uniform basis.
  - vi. "day care" or "child care" facilities (licensed or unlicensed) are expressly prohibited.
- c. **Lease of a Condominium Unit.** With the exception of a First Mortgagee who has acquired title to a Unit by virtue of foreclosing a first deed of trust or mortgage or by virtue of a deed in lieu of foreclosure, an Owner shall have the right to lease his or her Condominium Unit upon such terms and conditions as the Owner may deem advisable, subject to the following:
- i. All leases shall be for a minimum period of 180 consecutive days;
  - ii. All leases or rental agreements must be in compliance with applicable local, state and federal laws;

iii. All leases or rental agreements shall be in writing and shall provide that the lease or rental agreement is subject to the terms of this Declaration, the Articles of Incorporation and Bylaws of the Association, and the Rules and Regulations of the Association;

iv. All leases or rental agreements shall state that the failure of any lessee or renter to comply with the terms of the Declaration, Articles of Incorporation, Bylaws of the Association and the Rules and Regulations of the Association shall constitute a default and such default shall be enforceable by either the Executive Board or the lessor, or by both of them to include, but not be limited to, eviction of the lessee from the Unit; and

v. A copy of all leases shall be delivered to the Executive Board not later than ten (10) days after execution thereof.

d. **Parking.** All parking will be in compliance with Summit County regulations. Owner's and Owner's Guests or tenants are limited to parking no more than a total of two (2) cars per Unit on the Property at any given time. Owners and their Guests are prohibited from using any part of the Property or driveways to park or store non operating cars, trucks, vans, campers, motor homes, recreational vehicles, house trailer, boat trailers, horse trailers, snowmobile trailers, other trailers, boats, snowmobiles, motorcycles, bicycles, etc. for a period of more than forty eight (48) hours on any occasion. This Paragraph applies to all vehicles reference above even if Colorado or any other jurisdiction licenses them as "passenger vehicles." The Association shall have the right to remove and store a vehicle in violation of this Paragraph forty eight (48) hours after posting a notice on the violating vehicle, the expenses of which shall be levied against the Owner of the vehicle or the Owner who allowed the parking of the vehicle. Cars with oil leaks may not be parked on the Property and any violation will result in a charge for asphalt repair to said violator.

e. **Temporary Structures.** No fence, enclosure, temporary house trailer, tent, garage, dog house, accessory building, outbuilding or similar structure shall be placed or erected on any Unit deck, balcony, entry way, hall, breezeway, or any part of the Property.

f. **Rules and Regulations.** Rules and Regulations may be adopted by the Executive Board concerning and governing the use of the Project and Common Elements provided, however, that such Rules and Regulations shall be uniform and nondiscriminatory. Copies of all such Rules and Regulations shall be furnished to Owners prior to the time that they become effective. No Owner, Guest, renter, tenant, licensee, customers or invitees of a Owner shall violate the Rules and Regulations adopted from time to time by the Executive Board, whether relating to the use Units, the use of Common Elements, or otherwise. The Board may impose a fine, in an amount as may be determined from time to time, on any Owner for each violation of such Rules and Regulations by such Owner, his family, tenants, guests, invitees, customers or licensees.

g. **Restrictions on Garbage and Trash.** Each Owner shall keep all of his or her garbage, trash and other refuse in a container in his or her Unit except that normal quantities of normal household trash may be placed in the community dumpster. The burning of garbage, trash, waste or any combustible may be burned anywhere on the Property.

h. **Exterior Unit Maintenance.** Each Owner shall, at all times, keep his or her Unit in a neat and clean condition. No trash, litter, garbage, scrap refuse, ashes, or debris of any kind shall be permitted to remain exposed to a view outside the Unit.

i. **Nuisances.** No noxious or offensive activity shall be carried on in a Unit or upon the Property or any part thereof, nor shall anything be done or maintained thereon which may be or become a hazard, annoyance or nuisance to the neighborhood or which is or may cause an unreasonable embarrassment, disturbance or annoyance to others, or detract from its value as a first-class residential community.

j. **No Annoying Lights, Sounds or Odors.** No light shall be emitted from any portion of any Unit or the Property which is unreasonably bright or causes unreasonable glare and no sound or odor shall be emitted from any portion of any Unit or the Property which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells, wind chimes, or other light or sound devices shall be located or used on any portion of any Unit or the Property without the prior written approval of the Association.

k. **No Hazardous Activities.** No activity shall be conducted in any Unit or on any portion of the Property which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any portion of the Property and no fires shall be lighted or permitted on any portion of the Property. Any outdoor cooking or barbecuing shall be confined to a safe gas or electric barbecue that is attended at all times during use. Charcoal and wood barbecues are strictly prohibited.

l. **No Unsightliness.** All unsightly conditions, structures, facilities, equipment, objects and conditions, if any, shall be enclosed within an Owner's Unit. All hanging, drying or airing of clothing, rugs, curtains and drapes shall be kept within an Owner's Unit. No common areas, common elements, limited common elements, decks, balconies, patios, hallways entry areas or breezeways shall be used for any kind of storage.

m. **Barbeques and Open Fires.** Only gas or electric barbeques may be used anywhere on the Property including but not limited to common areas, decks, patios and the interior of any Units. No charcoal fires or barbeques, no wood fires or barbeques, or any camping or fire of any kind will be permitted anywhere on the property including but not limited to common areas, decks, patios and the interior of any Units.

n. **Window Coverings.** All window coverings as seen from the exterior of units shall be neutral in appearance (whites, tans, grays) with no loud colors or reflective

materials. Towels, sheets, blankets, newspaper, other paper and other non customary coverings shall not be permitted.

o. **Utilities.** All electric, television, radio and telephone line installations and connections shall be contained within Owner's Units except for a single neatly placed and fastened cable from a satellite dish that does not exceed one meter in diameter to the interior of a Unit. All types of refrigerating, cooling or heating apparatus must be concealed within an Owner's Unit. No swamp coolers shall be permitted.

p. **Restrictions on Signs and Advertising Devices.** No sign, "for sale" sign, "for lease" sign, "bought" sign, garage or yard sale sign, poster, banner, billboard, political sign, advertising device or display of any kind shall be erected or maintained anywhere within the Property or on any Unit or in the window of any Unit except such signs as may be approved in writing by the Association on a fair and consistent basis. This includes signs on decks or those that would be visible through windows. Any sign approved and permitted in writing by the Association may be placed on the Unit, in the approved location, provided, however, that standards relating to dimensions, color, style and location of such sign shall be as designated by the Association, and shall comply with the local sign codes and with all other applicable statutes, ordinances and regulations. Declarant is exempt from this provision and may place customary "for sale" signs on the Property or Units.

q. **Compliance with Laws.** Nothing shall be done or kept on the Property in violation of any law, ordinance, rule or regulation of any governmental authority.

r. **Household Pets.** Owners, but not Guests or tenants, may keep a reasonable number, to be determined by the Executive Board in its sole discretion, of dogs, cats, or other domestic animals which are bona fide household pets, so long as such are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance or inconvenience to any residents of the Property. No animals, livestock, birds, poultry, reptiles or insects of any kind, shall be raised, bred, kept or boarded in or on any portion of the Property; provided, however, that The Association shall have the right and authority to determine in its sole discretion that dogs, cats or other household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance, or that an Owner is otherwise in violation of the provisions of this Paragraph. The Association shall take such action or actions as it deems reasonably necessary to correct the violation to include, after Notice and Hearing, directing permanent removal of the pet or pets from the Property. All costs incurred by the Association in enforcing and effecting the removal of such animal, including reasonable attorneys' fees and costs, shall be properly chargeable to the Owner of such animal. An Owner and his or her Guests will both be responsible for pets of Guests. Household pets shall not be allowed to run at large within the Property, but shall at all times be under the control of such pet's owner. Owners of pets and Guests keeping pets shall be strictly responsible for cleaning up after their pets. No dog houses, dog runs, animal pens or fences of any kind shall be permitted anywhere on the Property or exterior to any Unit. This includes penning animals on decks or tying animals outside for extended periods of time while the Owner is at home or away from

home. Habitually barking, howling or yelping dogs shall be deemed a nuisance as well as noisy and foul smelling pets.

s. **Owner Caused Damages.** If, due to the act or neglect of any Owner or such Owner's Guests, loss or damage shall be caused to any person or property, within the Property, such Owner shall be liable and responsible for the payment of same. The amount of such loss or damage, together with costs of collection and reasonable attorneys' fees, if necessary, may be collected by the Association after Notice and Hearing, from such Owner. Determination with respect to whether or not a particular activity or occurrence shall constitute a violation of this Paragraph shall be made by the Board and shall be final.

t. **Antennas.** No exterior television or radio antennae or any other antennae of any type, except one satellite TV dish per Unit in a size not to exceed one meter in diameter, shall be erected or maintained upon the Property.

u. **Resubdivision Restriction.** No Unit shall ever be resubdivided in any manner whatsoever or conveyed or encumbered in any manner different than the Map legal descriptions and dimensions. No Owner shall have any right to request any partitioning of any Unit or any of the Common Elements.

v. **Restrictions on the Sale of Units.** The right of an Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction and all Units may be sold free of any such restrictions.

w. **Restrictions on Mortgaging a Unit.** There are no restrictions on the right of an Owner to mortgage or otherwise encumber his or her Unit. There is no requirement for the use of a specific lending institution or particular type lender.