

SODA LAKES CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

About the Association

When you purchased a unit at Soda Lakes, you automatically became a member of the Association. Being a member of the Association carries benefits and responsibilities. If you are a tenant at Soda Lakes, you also have benefits and responsibilities. The association is a not-for-profit corporation of homeowners established to govern the condominium property.

All homeowners, tenants, and guests are subject to the rules set forth in the Condominium Declaration, the By-Laws, and the Rules and Regulations.

The Association's Board of Directors is charged the responsibility of enforcing these governing documents and any Rules and Regulations.

About the Board of Directors

The affairs of Soda Lakes are governed by a 3 to 7 member Board. The governing documents require each member to be a homeowner. Board members are elected by the homeowners at the Annual meetings and serve without pay. The names of the current Board members are available upon request.

The Board of Directors meet monthly, usually on the 2nd Wednesday of each month at 6:30 p.m. Homeowners are encouraged to present matters for consideration, in writing, to the property manager well in advance of the meeting. Please call the manager to verify the time and location of the meeting.

Property Management

The Board has named the professional management firm of Realty One, Inc. to handle the day-to-day matters of the Association. The phone number is 303.237.8000. You may call with any questions regarding Soda Lakes.

Declaration, By-Laws, Articles and Rules

The Condominium Declaration, amendments to it, and the By-laws are the governing documents that establish the property rights and obligations of the Association and homeowners. Copies may be obtained from the Jefferson County Clerk and Recorder.

Each homeowner, and therefore tenants and guests, automatically agrees to comply with the provisions of these governing documents as well as the decisions and resolutions of the Directors which are contained in the Rules and Regulations.

“Homeowner” means the person or persons whose estates or interests, individually or collectively, constitute fee simple ownership of a condominium unit, but shall not include those having an interest in a condominium unit merely as security for the performance of an obligation.

“Occupant” means a person or persons in possession of a unit regardless of whether the person is an “owner”.

Rules and Regulations

These rules are designed to make living in our community pleasant and comfortable. In living together, all of us not only have certain rights but also certain obligations to other residents. The following rules do not supersede the Condominium Declaration, By-Laws of the Association or any other legal obligation. In fact, many of the rules are included in the Declaration and Bylaws.

Objectionable behavior is not acceptable even if it is not specifically covered in the rules. Violations by residents, contractors, guests or children are the responsibility of the Homeowner of the unit.

The rules will be enforced as follows: Violations will be called to the attention of the violating resident and/or the homeowner of the unit by the Board of Directors or the Property manager for the Board. Violators, and the unit owner, are subject to court injunction and/or liability for damages, attorney fees and other costs incurred by the Association.

Reporting Violations

The most effective way to control any rules violations is to first confront the violator in a friendly manner. However if you are not comfortable with this approach or it had no effect, promptly report the violation to a Board member or the Manager. To make a report you must keep an accurate record of the occurrences (address of violator, names, dates, times, descriptions, etc).

PENALTY FEE SCHEDULE

1st Offense – Written Warning
2nd Offense - \$25.00
3rd Offense - \$50.00
4th Offense - \$100.00
Subsequent- \$100.00

Any owner, who is assessed a fine and wishes to dispute it, may do so in writing to the Board within 10 days of the date the penalty was assessed. A hearing will then be scheduled in front of the Board. Any owner who refuses to pay a penalty fee could be lienied by the Association. The costs involved with the filing of a lien or any other legal work would be the responsibility of the owner.

The following information, written to help and inform the residents of Soda Lakes, incorporates and supersedes previously established rules and regulations. Please read carefully.

Monthly Maintenance Fee

Each homeowner is obligated to pay their share of the common operating expenses of Soda Lakes as determined by the Board of Directors through the annual budget process. This maintenance fee is due on the 1st of each month for that month, and subject to late fee, interest and collection costs if not received by the Property Manager at their address by the 10th of that month.

The maintenance fee does not cover payments of interest or principal on homeowner mortgages nor does it cover property taxes levied on individual units. Covered items include: management, Common Area maintenance, trash collection, water/sewer, Common Area insurance, bad debts, and reserves. Copies of the budget and monthly financial statements may be obtained by any owner from the property manager.

Waste Removal

No resident shall permit anything to be thrown, swept, shaken or hung out of doors, windows or balconies, or into the hallways or stairways.

Grease, bones, fibrous materials and other refuse should be properly bagged and carried to the outside trash bins. Only limited garbage is to be processed through the kitchen disposal units.

Do not discard furniture, appliances, or any other items in the trash enclosures that cannot be placed into the dumpster. Those identified will be fined and charged the cost of removal of the objects.

Owner Maintenance Responsibility

Each Owner is responsible for maintaining the interior of their unit. No owner shall undertake or permit any act which will affect the structural soundness of the building, its appearance, or cause damage to the Common Area or another unit. No structural changes to a unit or exterior alterations may be made without prior written approval of the Board of Directors. No exterior antennas are permitted.

When making a service request, if the problem reported does not involve Association property, the resident making the request (or the owner) will be billed for the service call and any repairs.

All repairs of internal installations or fixtures such as plumbing, electrical, telephone, doors, windows, window coverings, wall coverings, floor coverings and other personal property shall be at the homeowner's expense. If such repairs require the turning off of any building systems, the work must be scheduled with the property manager.

Balconies and Patios

Balconies/patios are not to be used for storage and must be kept clean and orderly at all times. Trash is to be taken immediately to a dumpster and not allowed to accumulate. No garments, rugs or other articles are to be hung on or from the balconies/fences. Do not hose down balconies, no barbeque grills, and no carpeting is allowed on decks. Stacks of wood are to be kept neat, away from siding, and should not be visible from another unit. Residents with balconies are cautioned that any damage caused to the

balconies by the wood will be the residents expense to repair. Any storage facilities must be approved by the Board prior to installation.

Windows/Window Coverings

The Association is not responsible for the maintenance of glass surfaces. However, the Board is concerned with the overall appearance of the community and requires that all glass surfaces be properly maintained.

Only proper window coverings in good repair are allowed. Drapes/linings and blinds should be of a neutral color (white or beige). Aluminum foil, paint, blankets, sheets, bedspreads, flags, Styrofoam, and wood are not proper window coverings.

Screens must be in good repair, not torn or hanging.

Entryways and Stairways

The Association maintains the exterior of the front door only. The Association is not responsible for damages caused by use or negligence.

When replacing a front door, the new door must conform to the other existing front doors in style, material, and color.

Screen/storm/security doors must be colored black or dark brown.

Window Air Conditioning Units are **not** allowed.

Insurance

The Association carries a blanket insurance policy covering the building as required and specified in the Condominium Declaration. For more information, please contact the Manager. All claims must be approved by the Board of Directors before submission to the carrier. If not preapproved, the carrier will not process the claim.

This policy does not cover contents, furnishings, windows, doors, utilities in crawl space or casualty and public liability within each unit. Each owner should obtain adequate insurance coverage for these items (HO-6 policy).

Should your mortgage company require an annual certificate of insurance, please contact Realty One, Inc. 303.237.8000 for direction.

Use of Sidewalks

Pedestrians have the right-of-way on all sidewalks at all times. For the purpose of this regulation "apparatus" shall refer to any mode of transportation such as, but not limited to, bicycles, skateboards, roller blades, roller skates, or scooters.

1. When approached by a pedestrian, the person on the apparatus must yield to the pedestrian. In yielding to the pedestrian, it may be necessary to come to a complete stop allowing the pedestrian to pass unobstructed.
2. Apparatus are not to be parked or left on any sidewalk for any period of time.
3. Liability for injury and/or property damage resulting from an infraction of this regulation rests solely on the owner of the unit in violation.

Mailboxes

The Association does not provide mailbox keys. Should you lose your key you must contact the Post Office at 303 697-4841 and arrange to change the lock. For your convenience, postal storage lockers have been installed next to the mailbox area. They are for the exclusive use of the Postal Service.

Leases

Leases may not be for transient or hotel purposes. Condominium units are to be used for residential purposes only. Roommates are allowed if the owner also resides in the unit, however, units may not be rented "by-the-room" to more than one party.

Conduct of Residents

Residents shall not conduct or permit any nuisance or any practice which is a source of annoyance or liability to other residents. Residents shall exercise reasonable care to avoid making loud, disturbing or objectionable noises, and in using or playing musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in a manner that may disturb or tend to disturb residents of other units.

The property will not be used for immoral, improper, offensive or unlawful purposes. No radio, Citizen's Band radio or television transmitting or receiving equipment, which could disrupt normal radio or television reception on the premises, shall be used on the property.

Parking

All spaces are owned by the Association. There is "assigned" parking in carport areas only, and no "reserved parking".

One or two spaces are available for each unit in the carports, however, these spaces are not owned by the unit owner. Clean up any oil stains, no parking of small mini bikes, or toys or any kind. Carport parking priveledges may be revoked by the association for delinquent dues, violations, etc.

No vehicle belonging to or under the control of a unit owner or a family member or a guest, tenant, or contractor of a unit owner shall be parked in such a manner as to impede or prevent ready access to any part of the community. Vehicles shall be parked within designated parking spaces. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.

No commercial vehicles, trucks, busses, unmounted campers, campers, trailers, boats, recreational vehicles or trucks or unused vehicles shall be stored, or repaired on the property nor parked on the property except while engaged in transport to or from a residence. For the purposes of this section, a 3/4 ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed a commercial vehicle or truck, and an unused vehicle shall be deemed to be any vehicle which has not been driven under its own propulsion for a period of seven days or longer and/or does not have current license plates. Any exceptions must obtain written approval by the Board.

When the Association determines that a vehicle is in violation, a written notice describing said vehicle shall be conspicuously placed upon the vehicle, and if the vehicle is not removed within 2 weeks thereafter, the Association shall have the right to remove the vehicle at the sole expense of the owner thereof.

Vehicles parked in in front of hydrants or trash enclosures will be towed without warning.

Pets

Owners are responsible for any damage caused by their pets, including the cleanup of any animal droppings. Owners must keep strict control of pets and prohibit them from making loud noises or other annoying behavior.

No animals, livestock or poultry of any kind shall be raised, bred or kept on the property, except that dogs, cats or other household pets may be kept, subject to rules and regulations from time to time adopted and amended by the Association.

1. Pets or animals are never permitted to run at large. "Running at Large" means off the premises of the owner and not under effective control of that owner, his agent, attendant, guest or family member by means of a leash of reasonable length. For purposes of this definition, the "premises of the owner" shall not include the Common Areas.

"Common Areas" include, but are not limited to the yards, grounds, patios, balconies, play areas, entryways, hallways, and driveways.

"Voice Control" is not under effective control of the attendant and will be considered as running at large.

2. Pets or animals are not to be tied to buildings, stairways, fences, trees or anything else which would permit access to the Common areas.
3. Pets or animals are not permitted to relieve themselves (urinate, defecate, etc.) either in the General or Limited Common Areas without the immediate and proper removal thereof.
4. Pets or animals are not permitted to be a nuisance (barking, etc.) or annoyance to other residents in the community.

All residents are asked to be considerate of their fellow residents in all matters, including control of their pets. Pet owners have an added responsibility when living in an Association. Observing rules for pet control is necessary for the enjoyment of the community, as well as for the safety of all residents and the pets themselves. Please do your part and don't put the Board, the manager or your fellow residents into an unpleasant enforcement situation.