

**SLHR SOPRIS LANDSCAPE @ HENDRICK RANCH  
HOMEOWNERS ASSOCIATION  
1041 – 1127 CARA COURT  
CARBONDALE, COLORADO  
Managed by The Fleisher Company  
970 704-1515**

**RULES AND REGULATIONS  
November, 2014**

All homeowners will abide by the Covenants, By-Laws/Rules and Regulations (Governing Documents”) of the Hendrick Ranch Homeowners Association (“HR HOA”); as well as, the Rules and Regulations adopted by the Board of Directors (the “Board”) to govern the use and enjoyment of the Sopris Landscape @ Hendrick Ranch Homeowners Association, (“SLHR HOA”)the multi-family section of Hendrick Ranch Homeowners Association, which is the master association of the subdivision (the “property”). 2. The Hendrick Ranch Association (HR HOA) is responsible for enforcing its covenants and By Laws/ Rules and Regulations (CCR’s) throughout the Hendrick Ranch PUD.

The Board of SLHR desires to ensure the highest possible standard of living experience, consistent with the surrounding community, within the Property. In order to accomplish this, the following Rules and Regulations, written with reference to the Colorado Community Interest Ownership Act (“CCIOA”) as amended, have been adopted, subject to change at the discretion of the Board. In the event of a conflict, the CCIOA shall prevail.

You may download a copy of the rules and regulations from The Fleisher Company website:  
[www.FleisherRealEstate.com](http://www.FleisherRealEstate.com): click on “Log In” **User Name:** slhr (lower case); **Password:** TFC (in all caps).

**1. INTRODUCTION:**

- A. **ALL OWNERS/RESIDENTS WILL ABIDE BY THE COVENANTS AND BY-LAWS:**  
It is the responsibility of the homeowner and tenants to read and understand these important documents. It is the responsibility of the Board to enforce these in a fair and equitable manner. In accordance with the covenants, all owners will keep the association informed of current billing/ mailing addresses and phone numbers of absentee owners are subject to the same standards as resident owners. **Failure to abide by these rules may result in a lien filed against your property.**
- B. **OWNERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR TENANTS:** Owners will provide a copy of the lease to the association or the management company and the number of tenants to be living in unit. Owners will provide a copy of these Rules and Regulations to their tenants.
- C. **TOWN OF CARBONDALE ORDINANCES:** Owners will adhere to the Town of Carbondale Ordinances with regards to the following:
- i. The number of residents in units will follow the Town of Carbondale’s Residential Occupancy Standard Ordinance.
  - ii. Every unit will have carbon monoxide detectors fitted in accordance to Town of Carbondale Ordinance No. 2.
  - iii. All trash may only be taken out for collection after 6 am on day of collection, per Town of Carbondale Ordinance No.5.
- D. **DUES WILL BE PAID IN A TIMELY FASHION ON THE FIRST OF EACH MONTH OR QUARTERLY/ANNUALLY IN ADVANCE:**
- i. Dues received after the 15<sup>th</sup> day of each month are subject to late fees (\$20.00) and/or interest.
  - ii. Failure to pay may result in a lien filed against your property at an additional cost of \$250 plus the amount due and late fees plus interest, accrued at 1.5% per month.

**2. PETS:**

- A. Residents/Owners may have two pets per unit.
- B. Dogs are to be leashed at all times when not on the dog owner’s Limited Common Element surrounding his/her Residential Unit.
- C. Pet owners must pick up after his/her dog in their own yard on a regular basis. Dog feces must be picked up immediately if deposited on a neighbor’s lawn or in the Common Elements and disposed of appropriately in a trash receptacle.

- d. Pets are not to be tied up outside on the common area unattended.
- e. Damage done to the common area by pets will be billed to the owner. No pet toys, beds, dog houses are permitted in the Common Elements.
- f. Nuisance barking, frequent barking, and whining shall not be permitted at any time of day or night.

3. **PARKING:**

- A. **PARKING IS ONLY PERMITTED IN DESIGNATED SPACES.** Do not park in driveways inhibiting access for others. Park in your garage, your designated space, or Carbondale public streets.
- B. Cars may not be parked in guest/unmarked spots for more than 24 hours.
- C. Boats, snowmobiles, trailers and other such recreational vehicles or inoperable or unregistered vehicles are not permitted to be stored anywhere except in your garage.
- D. Vehicles may not be parked in such a way as to impede or prevent ready access to any entrance to or exit from a driveway or building. This includes vehicles belonging to or under the control of an Owner or a member of the Owner's family, Occupant, Guest or Employee of an Owner. Owners may apply for a variance when modification of this rule is practical.
- E. Repair of cars, trucks, motorcycles or any other motor vehicle will be carried out only in the Owner's garage.
- F. Failure to adhere to the above Guidelines and Rules may result in fines or the removal of the offending vehicle by an authorized towing company at the full and complete financial responsibility of the unit Owner.

4. **TRASH:**

- A. Trash and Recyclable materials are to be picked up weekly or as scheduled by the hauling company.
- B. **All trash and recyclables must be stored in enclosed containers in the homeowner's garage at all times during the week except as allowed on day of pickup.**
- C. Trash, refuse and recyclables may not be stored on decks, patios or on common areas at any time.
- D. Hazardous materials (paint, tires, oil, electronic devices, computer monitors or towers, TVs, etc.) may not be left out for pickup with regular trash. Homeowners must make special arrangements with the hauler for pickup at the sole expense of the homeowner.
- E. Large items must not be left out for regular pickup. Homeowners must make special arrangements with the hauler for pickup at the sole expense of the homeowner.
- F. Trash containers may be moved to the curb for pickup on the day of pickup but not before 6:00 A.M., and must be removed from the curb area no later than 8:00 P.M. of the same day. **All trash and recyclables moved to the curb for pickup must be in enclosed containers. No loose trash, refuse or recyclables may be moved to the curb at any time.**

5. **NOISE:**

- A. Nuisances and loud noise are prohibited due to the close proximity of the Residential Units.
- B. After 10 p.m., Owners, Occupants and Guests should avoid making or permitting to be made loud, disturbing or objectionable noises including, but not limited to playing musical instruments, radios, stereos, television sets, and amplifiers.
- C. After 10:00 p.m., noise generating gatherings may not be held on decks or outside spaces adjacent to Condos. Any complaints by Owners or Occupants regarding noise and/or other disturbances need to be resolved immediately to the satisfaction of the complaining party. Policing of noise from late parties is provided by the Carbondale Police Department.

6. **SATELLITE DISHES, SOLAR PANELS, HOT-TUBS, DOORS, LIGHTING, AND ANY EXTERIOR IMPROVEMENTS** must be approved by the board.

7. **GENERAL APPEARANCE OF UNITS:** Patio and Deck areas must be kept clean, swept and free of clutter. The following items are allowed to be stored on decks, patios, and entries, provided they are stored in a neat and orderly manner:

- Patio furniture in good condition and in an amount appropriate to the space,
- bicycles
- potted plants
- shoes
- one gas or electric cooking grill, in working order and not a fire hazard. No charcoal or wood burning receptacles allowed! Grills in use are not to be left unattended.

8. **SNOW REMOVAL:** Owners and residents must assist with snow removal when necessary. Decks, patios and parking spaces around vehicles must be shoveled out as needed. Vehicles may need to be moved for plowing. If you are physically unable to shovel snow, contact the association and arrangements will be made.

9. **INSURANCE:**

- A. Nothing may be done or stored within the Complex that might result in the cancellation of or an increase in the premiums for insurance obtained for any portion of the Complex.
  - B. Individual homeowner's condominium insurance covers all privately owned space inside the wall to wall and ceiling to floor and must be acquired and paid for by each Homeowner.
  - C. The Association shall not be responsible for damage or loss to personal property within Units or garage spaces.
  - D. The Association recommends that Homeowners and Tenants keep a photo or video recording of the inside of their space at a separate location in case of fire, etc.
10. **VANDALISM:** Vandalism on the Property leads to increased Association dues. Anyone found to have vandalized the Property, falsely triggered an alarm, or otherwise damaged the property shall be fined and turned over to the police.
11. **PERSONAL PROPERTY:** i.e. bicycles, tricycles, scooters, baby carriages, or other similar vehicles, toys, snow removal, ladders or garden equipment cannot remain in the common Area or Open Space. For aesthetic appearance of SHLR, garage doors shall remain fully closed when Owner or Occupant is not in the process of arriving or leaving their garage.
12. **VIOLATION OF THE LAW/CONVENANTS, CONDITIONS AND RESTRICTIONS/RULES AND REGULATIONS:**
- A. Nothing shall be done or kept within the Complex or any portion of the Complex that would be in **VIOLATION OF THE LAW** or any statute, rule, ordinance, covenant, or other validly imposed requirement of any governmental body, or in violation of the Governing documents of the Association and the Rules and Regulations as enacted from time to time by the Board of Directors of the Association.
  - B. Those found to be in violation of Rules and Regulations will be sent, via certified mail, a **NOTICE OF VIOLATION** with a request to correct the situation. This notice shall be sent to both the property owner and tenant (if applicable). A copy of this notice shall be kept, for review, by the Association and/or their agent.
  - C. **Failure to comply with or address this complaint with the management company within 7 days will result in fines being levied against the property owner.**
  - D. **Notice of Violation and Fine Schedule is as follows:**
    - **1<sup>st</sup> offense – NOTICE OF VIOLATION will be sent. No fine will be assessed.**
    - **2<sup>nd</sup> offense – NOTICE OF VIOLATION – 2<sup>ND</sup> OFFENCE. A \$50.00 FINE PER VIOLATION WILL BE ASSESSED TO THE HOMEOWNER'S ACCOUNT.**
    - **3<sup>RD</sup> offense – NOTICE OF VIOLATION – 3<sup>RD</sup> OFFENSE. A \$100.00 FINE PER OFFENSE WILL BE ASSESSED TO THE HOMEOWNER'S ACCOUNT.**
    - **4<sup>th</sup> and Subsequent offenses – NOTICE OF CONTINUED VIOLATION. A \$200 FINE PER VIOLATION WILL BE ASSESSED TO THE HOMEOWNER'S ACCOUNT.**

**Failure to pay any fines levied against a homeowner within 60 days of issuance will result in a lien being filed against the property in an amount of no less than \$250.00 and not to exceed the total amount of fines levied, plus any legal fees incurred by the Association.**

**The Management Company is permitted, by authority of the Board of Directors of SLHR HOA, to issue Notice of Violation and levee fines per the above defined "Fine Schedule" to owners in direct violation of the Association's By-Laws, Declarations of Covenants, Conditions and Restrictions or The Rules and Regulations.**

**All homeowners of good standing in the association have the right to appeal to the Board of Directors for any and all Notice of Violation and fines issues to the homeowner. Appeals MUST be done in writing and served to the Board of Directors or their agent no later than seven (7) days after the notice and/or fine has been issued.** These can be sent to [Bob@FleisherRE.com](mailto:Bob@FleisherRE.com)

**In the event of an appeal by a homeowner the Board of Directors will convey a Special Meeting of the Board within 20 days of receipt of notice to appeal. At that time the homeowner will bring forth any and all material and discussion pertinent to the violation being addressed. Once heard, the Board will have 5 days to make a final decision on the matter and either uphold the Notice and/or Fine or rescind the Notice and/or Fine. The Board's decision will be final.**

13. **COMPLAINTS & QUESTIONS:** Any formal problems, questions, or concerns regarding the SLHR HOA should be submitted via e-mail to [Bob@FleisherRE.com](mailto:Bob@FleisherRE.com). Be sure to include your name and number.