

RULES AND REGULATIONS

FOR

CREEKSIDE WEST TOWNHOME OWNER'S

ASSN.

These Rules and Regulations are not intended to be an all-inclusive, single reference source to supplement the Creekside West Declaration of Covenants. These Rules and Regulations are provided as a general reference source for the more common issues of townhome ownership within Creekside West. For a more complete explanation of your rights and obligations, please refer to the Creekside West Townhome Owner's Association's Declarations.

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Executive Board
Creekside West Townhome Owner's Assn.
April 1, 2010

WELCOME TO CREEKSIDE WEST TOWNHOMES PARKER, COLORADO

YOU HAVE CHOSEN TO PURCHASE A HOME IN A COVENANT CONTROLLED COMMUNITY.

While Covenant controlled communities offer many advantages to the homeowner, they also necessitate compliance with Rules and Regulations unique to the community. The rules and regulations are the community agreements, which serve to protect the community property values and our quality of life.

THE COOPERATION OF ALL HOMEOWNERS IS ESSENTIAL IN ORDER TO ACCOMPLISH THESE GOALS.

The following Rules and Regulations were compiled by The Creekside West Townhome Association's Executive Board, as authorized by the governing documents of the Association; the Declaration of Covenants, Conditions and Restrictions (Covenants) and the Bylaws.

Creekside West also falls under the jurisdiction of the Town of Parker and Douglas County. In addition to the Community rules and regulations, all Town and County ordinances and codes apply to our Community.

Common sense and consideration for your neighbors are the keys to the Community's success. Please read the following carefully and be sure your family, tenants and guests understand the rules fully.

GENERAL INFORMATION WHO'S WHO?

BOARD OF DIRECTORS: Creekside West Townhomes Homeowners Association (HOA) is governed by a Board of Directors (Board). The Board acts on behalf of and represents the Association members in the business matters of the Association. The structure of the Board and the rules that govern the Board can be found in your Covenants and By-Laws.

ASSOCIATION: THE ASSOCIATION is the name used to describe all homeowners in the Community. Collectively we are THE ASSOCIATION. When you purchased your home you automatically became a voting member of THE ASSOCIATION.

VOTING: There are certain criteria a Homeowner must meet in order to be a "VOTING MEMBER" of the association. See the community by-laws for specific details.

PROPERTY MANAGEMENT COMPANY: The Board, on behalf of the Association, may employ the services of a professional property management company to provide management of the Community grounds, including routine issues, neighbor disputes general business, assessment billing and collection, delinquent assessment property liens, accounting, general correspondence, meeting attendance, etc.

The property management company operates within the confines of instructions given by the Board. Acting on behalf of the Board, the property management company has been instructed by the Board to ensure the compliance of persons on the Creekside West Townhome property with the provisions of the Rules and Regulations, the Bylaws and the Covenants.

To report concerns related to the common area or Rules and Regulations:

- Homeowners may call the property management company to discuss a problem. The Management Company shall report the concern to the Board of Directors within 24 business hours and proceed as directed by the Board.
- Homeowners may also submit their concerns in writing to the property management company for proper handling.

You may use the following information to contact the current property management company:

**Specialized Property Management, Inc.
19590 East Mainstreet #208
PARKER, CO 80138
Phone 303-841-0456
Fax 303-479-8923**

Email:

Email:

hoastaff@smparker.com

[Web Site: www.smparker.com](http://www.smparker.com)

WHAT'S MINE AND WHAT'S OURS?

CREEKSI DE WEST TOWNHOME ASSOCIATION Areas of Responsibility Pursuant to the Governing Documents

INDIVIDUAL UNITS:

Homeowner Responsibilities Include:

- Interior maintenance/ repair**
- Exterior Patio/Porch ■INCLUDING lights, light bulbs and windows**
- Interior garage lighting**

COMMON AREAS:

Association Responsibilities Include:

- Landscaping, Trees, Sprinklers**
- Streets, Sidewalks**
- Lighting, including garage exterior lights**
- Perimeter fence bordering the Community**
(Master Association Responsibility)
- Exterior Unit Maintenance and Painting**

NOTE:

■Inside Your patio Area:

Although the area inside your patio concrete pad line is your private property it is still subject to all applicable Rules and Regulations.

■Outside Your Patio Area:

You may not plant, paint or alter in any way, the area outside of your patio without permission as set forth herein.

**QUICK REFERENCE
MONEY MATTERS**

ASSESSMENTS: To provide funds for the maintenance of the Community property, all units are subject to monthly assessments, i.e., monthly Homeowner's dues. Homeowner's fees are due the first day of each month. The authority for the Board to increase or add assessments is set forth in the Covenants/By-Laws for the community.

All fines and charges shall be **handled as assessments** and are due as set forth in the mailed notice.

The property management company, in accordance with the Covenants and at the direction of the Board of Directors, shall manage collection of all assessments.

LATE CHARGES: Failure to pay monthly Homeowners dues and fines within 15 calendar days of the due date shall subject the homeowner to a late charge in the amount of \$20.00.

Late charges are due and payable immediately and may also be collectible as an assessment.

RETURN CHECK CHARGES: A homeowner will be charged a \$20.00 fee for any check or other instrument that is not honored by the bank or is returned by the bank for any reason whatsoever, including, but not limited to, insufficient funds. This returned check charge should be collectible as an assessment. If the bank returns two or more such checks as unpaid within a 12-month period, the Association may require that future payments be made only by certified check or money order or by electronic automatic transfer.

1. CURRENT MONTHLY HOA FEES ARE:

\$ 295.00 per month, due the 1st day of each month

Considered late after the 15th day of each month

CREEKSIDE WESTTOWNHOMES
RULES AND REGULATIONS
April 2010

Listed below you will find the current rules and regulations for the community. It is not possible to list every conceivable issue that might arise nor is it possible to detail absolute objective descriptions.

Some things will always be in the "Eye of the Beholder." Therefore, **it is important to remember that "when in doubt or dispute" your Board of Directors will make the final determination.** As we all know, "one person's trash is another person's treasure".

With those thoughts in mind, here are some general descriptive paragraphs that encompass our goals.

A. COMMUNITY RELATIONS

1. Homeowners and their tenants or guests must clean up after themselves. This includes immediately removing trash and waste and any noxious material that their pets, family members or guests have left in either their patio area or anywhere on the Community property.
2. Homeowners and their tenants are required to keep out of the sight of others any trash or litter, junk, boxes, bottles, cans, bags, containers of any kind, personal items, implements, toys, tools, machinery, lumber and other building materials, etc., from their unit porch, patio, and garages as well as common areas.
3. **Willful** or negligent damage to the Community property caused by Homeowners, members of their families, guests or tenants shall be the sole financial responsibility of the Homeowner involved. The Board may seek prosecution for any vandalism to community property.
4. No Homeowner or resident may regularly use any unit for a commercial purpose that is outwardly visible to or heard by others or attracts traffic to the community.

B. CHILDREN

We are a community consisting of people of all ages and the needs of the Community as a whole are the responsibility of the Board. No one, young or old, will be allowed to infringe upon the rights of the other residents.

1. Parents are held responsible for the actions of their children and any misuse of the common area. Parents are liable for damage caused by their children.

2. Toys shall be stored appropriately, out of common view, and not left unattended at any time. Toys shall not be stored on front porches or in any common area or where they are visible above the patio fence.
3. Skateboards and bicycles are not permitted on landscaped areas. Use of ramps is prohibited in all areas.
4. In a community environment, noise can be a problem. Parents are responsible to see that children do not unnecessarily disturb other residents.
5. Parents are responsible for the general safety of their children in all areas of the property.

C. PETS AND ANIMALS

Ownership of a pet in a townhome environment is a privilege not a right. The Board reserves the right to determine any further action for violations, up to requesting removal of any pet that becomes a nuisance or whose owner does not comply with the pet regulations herein.

The Board may also charge a "Pet Assessment Fee" for each dog or cat per unit in order to defray the costs of clean up and or materials and damages caused to landscaped areas. The fee would be treated as an Assessment and would payable on a monthly basis.

The Town of Parker animal laws apply inside the Community as well as outside.

Pet owners shall strictly adhere to the following Rules and Regulations and any supplementary conditions the Board may deem necessary. The Covenants regarding PETS have been summarized herein. However, the Covenants, page 27, Section 8.05 (J) specifically set forth the Rules regarding PETS and the remedies allowed for violation of those Rules.

1. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Planned Community EXCEPT that TWO dogs, or TWO cats, or TWO other household pets may be kept on a Unit but not upon Common Elements, subject to the Rules and Regulations.
2. Pets shall be kept on a leash **AT ALL TIMES** and under the direct control of a responsible person when outside the owner's unit, and owners must be prepared for **AND COMPLETE** waste clean-up at all times.
3. Residents are required to clean up immediately and thoroughly any waste deposited by pets on lawns, sidewalks, paths, plants, shrubs or other common areas. This includes pet hair from grooming or other means.
4. Pet owners must not allow pets to urinate on the landscaping, and should walk their pets to the designated areas or in the lack thereof, open areas away from the immediate landscaping bordering townhouse entrances.

5. Under no circumstances shall animal waste create an unsanitary, unsightly or otherwise noxious environment. Any accumulation of pet waste will not be tolerated.
6. The owner of the unit shall be held responsible for all damage to persons or property caused by their pet, including costs to repair damage to plants, shrubs, trees, lawns and other common area items
7. **Homeowners shall not attach animals by leash or chain to or on any common area.**
8. Pet owners are required at all times to monitor and control the activities of their pets so that such pets do not create a disturbance or constitute a nuisance to neighboring residents including excessive noise that constitutes an unreasonable annoyance to others.

D. GARAGES

1. 1. Garages must be kept clean, safe and attractive in appearance, and shall be used for parking of Homeowners' vehicles and property storage. The Association shall not be responsible for damage of stored items in the garage.
2. With the exception of entrance or exit or when in use by the homeowner, garage doors must be kept closed at all times for security and aesthetic reasons.
3. The use of compressor paint spraying equipment inside the garage is strictly prohibited.
4. Homeowners must obtain Board approval to make structural changes to garages.

E. VEHICLES AND PARKING

1. The speed limit inside the Community property shall not exceed 15 m.p.h.
2. All vehicles residing within the Community shall be in operating condition and have current registration and license plates.
3. Homeowners shall park within marked parking spaces only.
4. Handicapped parking signs must be observed according to laws.
5. At no time shall a vehicle block or hinder other residents from the operation of their vehicle or access to their garages.
6. A visitor's vehicle may NOT be parked in the common parking area for more than 72 hours without notification to the management company.
7. Vehicle storage is not permitted on the property. Deliberate parking of cars for sale or storage is strictly prohibited.

Designated Quiet Hours Are Required As Follows:

1. Sunday through Thursday, from 10:00 PM to 8:00 AM.
2. Friday and Saturday, from 11:00 PM to 9:00 AM.
3. Radios, televisions, musical instruments, party activities and other noise sources (including pet noise, car horns and extended warming of car engines) must be restricted at all times to a level that does not disturb other residents.

H. SIGNS

No sign of a permanent nature shall be allowed on the common area except signs as designated or approved by the Board.

1. No more than one temporary sign per unit, not to exceed the standard size of a realtor's "For Sale" sign, advertising a unit for sale or rent may be displayed.
2. Open House signs are allowed during the daytime hours of 10:00 AM to 6:00 PM. with a limit of (2) signs allowed on the common areas; one at the entrance to the community and one in the parking area near the unit.

I. RECREATION

1. Motorized vehicles (e.g., motorcycles, dune buggies, motorized scooters, etc.) are not allowed.
2. Skateboards, bicycles and other wheeled vehicles are not permitted on the landscaped area. Use of skateboard ramps is prohibited in all areas.
3. Barbecue grills may be used on the concrete portion of your patio.
4. **Items** such as toys and recreational gear are not to be used in the common area in such a way as to damage the grass or sprinklers or existing fixtures.
5. Persons using portable radios must maintain the volume at a level that cannot be heard beyond their immediate area and shall comply with any request regarding discontinuance of noise.

J. GRASS AREAS AND VEGETATION

The Association alone may control landscaping on the Community property.

1. **It** is the Homeowners responsibility to maintain in an attractive manner all foliage growing in the unit patio area. Foliage that can be viewed from the common area, adjoining property or the street must be kept neat and trimmed.
2. **Pet waste**, cigarette butts and other noxious material left on vegetation and grassed areas will result in fines and maximum penalties for the responsible Homeowner.
3. Any alteration or planting to or in the common area by individuals is prohibited unless approved by the Board. Requests to plant trees in the common area

8. Recreational vehicles such as campers, trailers and boats, and large commercial vehicles (over 1ton) or commercially marked vehicles shall not be visibly kept on the Community property.
9. Homeowners may perform minor automobile repairs and oil changes inside garages and not on the common area.
10. Major vehicle work shall not be performed within the Community property.
11. Homeowners shall be responsible for ensuring that no oil or grease, dirt or debris are left in parking areas and shall be held responsible for damages that may occur. The responsible Homeowner shall immediately clean up and properly dispose spilled oil or other residue.
12. Motor vehicles shall not be left in a condition that will constitute a fire hazard or in a condition that will cause damage to any common or limited common area (such as leaking oil or transmission fluid). Necessary repair or cleaning of the parking areas as a result of the aforementioned shall be done at the expense of the responsible owner.
13. Parking violations shall be subject to fines and/or towing.
14. Washing of vehicles is permitted only if the following conditions are met:
 - (a) A spray nozzle with shut-off control must be used with the hose.
 - {b} Water is to be on as little as possible. The hose is not to be left running while scrubbing. The hose and soaps shall not damage landscaping.
 - (c) All evidence of car washing must be removed immediately from the common area immediately after washing.
 - {d) Non-resident cars are not to be washed within the Community.

If water restrictions are enacted, the Association has the right to discontinue the allowance of car washing.

F. TRASH REGULATIONS

The Association contracts for the trash removal service. Trash is picked-up weekly except during holidays when trash will be picked up on the next day and the cost is included in your dues.

1. Homeowners MAY NOT abandon large items in the common areas and must make INDIVIDUAL ARRANGEMENTS for the items through the service provider.

G. NOISE CONTROL

Noise can be a problem anytime and particularly during the summer months when windows are open. Noise echoes through pathways, unit surroundings, and streets and fire lane areas. Homeowners must be considerate of neighbors and keep noise volume as low as possible.

must be submitted to the Board and IF approved will be subject to the following:

- (a) Requests for planting of trees will be reviewed by the contracted landscaping service taking into consideration irrigation needs, mowing patterns, root system growth in relation to concrete walks and foundations and maintenance costs.
- (b) The Board in cooperation with the contracted Landscape Service will determine tree types.
- (c) The contracted Landscape Service will be responsible for purchasing and installing the approved trees and necessary irrigation.
- (d) All costs associated with the purchase and the requesting homeowner in advance of the planting will pay planting of the trees.

K. PEST CONTROL

1. No owner shall permit anything or condition to exist upon any property that shall induce, breed or harbor infectious plant diseases or noxious insects, molds or pests. Homeowners shall comply with Board requests for inspections. Homeowners shall exterminate any infestations found and provide the Board with proof of extermination.

L. ARCHITECTURAL CONTROL

The Board may appoint an Architectural Control Committee ("ARC") to review requests and ensure compliance with the rules and regulations in this area.

The Board will direct the ARC to oversee changes to the exterior of the units, in accordance with the Architectural rules herein. **Before taking any action that will affect the exterior of a unit, it is necessary to complete a written application and submit it to the property management company.**

The form can be obtained from the property management company. In scheduling your planned improvement, please allow time for the review of your application. The ARC and or board must respond to a request within 30 days of submittal.

1. The Association shall provide all maintenance to the common area and to the exterior of each unit, exclusive of glass items.
2. A structural change to the interior of any unit is not permissible.
3. STORM DOORS: Full view glass doors with or without screen inserts with or without lower kick panel, not made of iron or wood, may be installed with ARC approval.
4. One wall-mounted holder may be installed for display of the American Flag, which shall be displayed, in accordance with U.S. law. Other hanging items

such as banners, sports flags, logo flags, windsocks, etc. may not be displayed. Any other items permanently installed or attached to unit exteriors, patio and common areas are not allowed unless approved by the Board. If you choose to install hangers as noted, it will be your responsibility to remove them prior to exterior painting periods as noticed by the Board.

5. Window air conditioning units are not permitted. Window fans may be used. Exterior clotheslines are not allowed, whether attached or freestanding.
6. Windows shall be covered with usual and customary materials. Newspapers, foil, reflective window film, flags, etc. are not considered customary window coverings.
7. Patios and front entries must be kept in a manner that contributes to the general aesthetics of the Community. They are not to be used for such purposes as drying laundry, or hanging or draping personal items, miscellaneous storage, etc., that is visible to common areas. Patio and Front Entry areas must be kept clean and utilized in good taste, and shall cause no offense to other residents. Usual and customary patio furniture may be used in patio areas.
8. Potted plants may be temporarily placed on patios, however not in such a manner as to result in any type of deterioration to townhome exteriors. Saucers shall be placed under pots. Pots shall be moved on a regular basis to allow the area underneath to dry. Front entries will be limited to (2) potted plants.
9. Toys, recreational and personal items may not be kept in any area where they are visible to others.
10. Holiday lighting is limited to Christmas, Halloween, and Independence Day and may not be installed sooner than 30 days before the holiday and will be removed no later than 30 days after the holiday. Decorative patio lighting, i.e., rope lights, butterfly lights, etc., are to be contained inside the patio area and must be turned off by midnight.
11. The 1996 Federal Telecommunications Act allows homeowners to install one satellite dish up to one meter (39") in diameter. Homeowners must submit for placement approval prior to installation. Homeowners must, to the greatest extent possible, locate the dish so that it is not visible from the street or common areas. The dish must be installed and maintained so that it is as visually appealing as possible under the circumstances, and does not interfere with the use or enjoyment of neighboring residences, nor create an unreasonable hazard or nuisance. Affixing a dish in a common area, such as the unit roof, could result in damage to the building. The Board reserves the right to assess the responsible Homeowner for repair or replacement of damaged common area property.
12. Roof-mounted electrical conduit is not permitted. Homeowners must obtain approval prior to installing exterior conduit.
13. Homeowners shall obtain approval prior to installing exterior security systems.

M. LEASING AND RENTING

1. Homeowners leasing a unit shall lease their home to a single family for a period of not less than 30 days.
2. When a Homeowner's unit is being rented, the Homeowner must notify the property management company within 30 days and forward a copy of the lease agreement along with the name, mailing address, and telephone number of the unit owner and the tenant
3. Subletting and squatters (unlawful or unauthorized residents) are not allowed.
4. All leases shall be in writing and must specifically be made subject to the Covenants, By-Laws and these Rules and Regulations. Homeowners shall furnish their tenants with a copy of the Covenants and the Rules and Regulations and hold them responsible for conforming to them.
5. The Homeowner remains responsible for all conduct of the tenants.
6. During the period a unit is rented, the tenant shall have the right to use the Community commonfacilities.

VIOLATIONS OF RULES AND REGULATIONS

If a violation of the governing documents occurs, any member of the Association may **notify the Property Management Company by telephone**, stating the address of the unit involved, or the location or common area involved, and the nature of the violation. Homeowners shall be accountable for violations committed by themselves, their tenants or guests. The property management company shall advise the Homeowner in writing of the complaint in accordance with the following rules of enforcement.

COMPLIANCE PROCEDURES

1st Notice of Non-Compliance:

Written notice is sent to the Homeowner that a violation exists. The Homeowner shall take corrective action for compliance or file a **WRITTEN** appeal within **SEVEN (7)** days from the date of the first notice.

The first notice WILL include notification that failure to comply may result in a \$25.00 fine handled as an assessment, after notice and an opportunity to be heard.

2nd Notice of Non-Compliance:

Written notice is sent by regular U.S. mail to the Homeowner that the violation continues to exist and that no written request for hearing or written review has been filed with or has sustained by the HOA Board.

THE LETTER SHALL INCLUDE NOT CE that a **\$25.00** fine has been assessed to the Homeowner's account, which is due and payable, with information where the payment is to be made and the date the payment is due.

THE LETTER SHALL ALSO INCLUDE NOTICE to the homeowner if compliance is not accomplished, including full payment of the assessed fine when due, fines may accrue at the rate of **\$25.00** per day, commensurate with the gravity of the offense, for each day the violation continues, and or the original assessment and late fees if any, remain unresolved or unpaid.

Continued Non-Compliance:

The Board reserves the right to determine any further action and the amount of additional assessments, depending on the repetition and severity of the violation. Without limiting the foregoing, the Board may take any and all legally appropriate action to correct a violation. The violating Homeowner shall, after notice and an opportunity to be heard, be responsible for all associated costs.

Third and subsequent violations of the same covenant rule shall result in a \$50.00 fine.

HOW DO I FILE AN APPEAL?

If you receive a letter of Non-Compliance which you believe is inaccurate or in error, you have the opportunity to be heard, orally or in writing, not less than ten (10) days before any action to be taken by the Board of Directors. To be heard, you must make a written request for a hearing. The request or response must be filed with the Association's managing agent not later than ten (10) days after your receipt of this notice. Your request or response must respond to the charges set forth in this notice.

If you fail to file a request for hearing or response within the ten (10) day time period, the Board may proceed with or without a hearing at its discretion, to make its determination of the allegations contained in this notice based on all relevant facts and circumstances. The Board may determine that your failure to request a hearing or respond constitutes a no-contest plea to this alleged violation, and enforce the provisions of the documents.

WHAT WILL THE BOARD DO?

The Board will direct the Management Co. to schedule an appointment for you to meet with the Board to discuss the matter.

Once you have had an opportunity to present your position to the Board, the Board will render a decision and direct the Management Company as to how the matter will proceed.

THE DECISION OF THE BOARD WILL BE FINAL.