

CREEKVIEW TOWNHOME OWNERS ASSOCIATION, INC.

RULES & REGULATIONS

(Apply to All Occupants and Owners)

(Revised December 1, 2012)

Introduction. The Creekview Townhome Owners Association (the “Association”) complies with all federal, state and local laws. Each Owner of a Townhome in the Association shall read and comply with the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, the Bylaws and these Rules & Regulations (“the Governing Documents”) of the Association. The Association’s Board of Directors (“the Board”) shall have the power to enforce the Governing Documents and to amend these Rules from time to time, as necessary. These Rules & Regulations dated December 1, 2012 supersede any all previous Rules & Regulations for the Association.

1. Association Management.

The services of a management firm (the “Association’s Managing Agent”) have been contracted to handle the day-to-day operations of the Association and the enforcement of these Revised Rules & Regulations, as well as enforce the Declaration and Bylaws. The Association’s Managing Agent is authorized to take the appropriate actions necessary to ensure compliance of the Association’s Governing Documents.

2. Leasing of Townhome Units.

An owner who leases a unit shall provide a copy of the lease, fully executed, to the Association’s Managing Agent. The owner must provide all contact information for themselves as well as all of their renters. All persons must take extreme care in moving into and out of the community. Any damage to the common areas of the Association caused by an owner, resident, their agents or visitors will be repaired by the Association at the expense of the Owner. An owner who leases a unit shall be responsible for advising his tenants of the Declaration and these Revised Rules and shall be responsible for any violations or damages caused by the tenants.

3. Architectural Control.

Each Owner shall strictly comply with the requirements for architectural approval set forth in the Governing Documents. The Board of Directors (the “Board”) shall have sole and complete discretion in interpreting, enforcing and determining compliance with the architectural control provision of the Governing Documents and upholding the authority of the Architectural Control Committee (the “Committee”) which may be the Board itself. The Board may determine in its sole discretion whether any applicant has met the procedural and other requirements of architectural review.

Subsequent to all construction by the Declarant, without the prior written approval of the Committee or the Board which in its sole discretion may impose conditions, restrictions, or prohibitions:

No buildings, fence, wall, or other structure shall be constructed or maintained by the Owner upon the landscaping or exterior of any Lot.

- a. No Owner shall change the exterior appearance of the building or landscaping on the Lot. No Owner, guest, family member or tenant shall damage the landscaped areas or any of the streets, sidewalks or other common area of the Association.
- b. No Owner shall attach awnings, screens, screen doors or other items to the exterior of the building.
- c. No Owner or occupant shall plant flowers, trees, gardens, shrubbery, etc. in any area of landscaping.
- d. No Owner or occupant shall allow any bicycles, swimming pools, hot tubs, toys or other items to be left on the landscaping, porches or otherwise on the Lot where it may be visible from another Lot.
- e. All Owners and occupants shall notify the Association regarding inoperative light fixtures, drainage problems or other matters regarding the common areas. Each Owner shall keep their personal light fixtures in operable condition.

Decisions of the Board of Directors on the approval or denial of an owner's application for architectural or landscaping changes shall be made in accordance with the standards and procedures set forth in these Revised Rules, the Declaration, and the Bylaws.

4. Vehicles, Driveways and Parking Areas.

- a. All residents and guests shall drive with extreme care to avoid injury to children, other residents and other vehicles and property. The speed limit is 10 mph within the community.
- b. Guest vehicles may park on the street but must obey all parking signs and must not park: in fire lanes, in front of fire hydrants, in front of driveways, in front of red painted curbs, on sidewalks, or more than 18 inches from the curb. Vehicles violating this subsection shall be subject to immediate towing without notice.
- c. No long term parking will be permitted. Any vehicle parked longer than 72 hours without being moved may result in towing of that vehicle at the owner's expense.
- d. Vehicles covers are prohibited.
- e. **Residents must park their vehicles in their driveway or garage.** Residents on the north side of Wisdom Heights may be granted an exception to park elsewhere by way of Board approval.
- f. No recreational vehicles, boats, campers, trailers, junk or inoperative vehicles shall be parked in any driveway, on any Lot, on any street or elsewhere within the Association. A junk vehicle shall mean a vehicle which appears to be in unacceptable appearance lacks a current license plate or appears to be inoperable and damaged, as determined by the Board.
- g. All vehicles shall meet local noise requirements, and automobiles or motorcycles without mufflers in good working order are prohibited.
- h. No mechanical work whatsoever will be performed outside of garages.
- i. Residents may wash their vehicle in their driveway, given the vehicle is not excessively muddy/dirty, as determined by the Board.

- j. The driveways and the Association have been designed for automobile traffic only. Heavily-loaded trucks or moving vans should remain on the main roads to avoid causing irreparable damage to the asphalt driveways and parking area. Any damage resulting from unauthorized vehicles will be repaired at the expense of the Owner.
- k. Garage doors shall be closed at all times except when used for ingress or egress.
- l. Owners will be ticketed as a warning before towing occurs, unless specifically stated otherwise within a subsection, or the vehicle is in a no parking area.
- m. Notwithstanding the foregoing, emergency motor vehicles are permitted in the unit owner's driveway and guest parking spaces if the emergency motor vehicle meets each of the following requirements:
 - i. The emergency motor vehicle is required by the unit owner's employer as a condition of employment;
 - ii. The emergency motor vehicle weighs ten thousand pounds or less;
 - iii. The unit owner is a member of a volunteer fire department or is employed by an emergency service provider;
 - iv. The emergency motor vehicle has some visible emblem or marking designating it as an emergency vehicle; and
 - v. The parked emergency motor vehicle does not block emergency access or prevent other unit owners from using the streets.
 - vi. The emergency vehicle must meet the definition as specified in the Colorado State Statute SB 05-100.

5. Pets.

- a. Residents shall be permitted to have not more than two dogs (not to exceed an adult weight of 100 pounds per dog), two cats, fish and reasonable numbers of small animals, so long as all are bona fide household pets and not kept for commercial or breeding purposes, do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any residents, and are kept in compliance with all applicable ordinances.
- b. All pets must be on a physical leash, not to exceed fifteen (15) feet, in the hand of a responsible person at all times. Violation of this rule could result in possible sanctions.
- c. Pets shall not be permitted to defecate on the walks, driveways, or landscaped areas anywhere in the community, and in the event such shall occur, **the pet owner must immediately pick up after the animal.** Violation of this rule could result in possible sanctions.
- d. No free roaming cats shall be allowed within the Common Area or anywhere within the community. No feeding of wild birds or animals is allowed.
- e. Noisy pets, whether inside or outside a unit, will not be tolerated and are subject to possible sanctions.

- f. The Board may amend these rules to provide such restrictions and prohibitions on pets and animals in the future as may be necessary in the sole discretion of the Board.
- g. Doggie access doors are strictly prohibited, whether the door is temporary or permanent. Doggie doors allow the animal to gain access to the patio area unattended. Dogs are not allowed to be on the patios unattended.

6. Soliciting.

Any soliciting, whether, commercial, political, religious, or otherwise is strictly forbidden within the Association

7. Balconies and Patios.

- a. Balconies, patios, and areas under exterior stairways may not be used as storage areas nor may they be used in any way that may distract from the appearance of the Association.
- b. Residents shall not dry or air clothes/blankets/etc. on the decks, balcony or patio areas or on lines or poles hung on the exterior of any building. Any 'retractable' clotheslines must first be approved by the Board before any installation or use.
- c. No resident shall allow anything whatsoever to fall from the balcony nor shall resident throw from the balcony any dirt or other substance.
- d. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades or screens shall be attached to, hung, or used in conjunction with any balcony, patio, window, or door of the unit without the prior written consent of the Board. No unit Owner shall install solar collections on the roof of a unit without written consent from the Board. Solar film and similar products shall not be placed on any windows of the unit without prior written consent from the Board. All residents and occupants shall use care in items or fixtures kept on balcony or patio areas to ensure items are not blown from or fall from same.
- e. Gas BBQ grills and electric cooking devices are the only grills or cooking devices allowed to be used on a patio or deck. Open flames, charcoal units, or fires of any type are prohibited.

8. Window Coverings.

All drapes, curtains, blinds and other interior window covering must have an ivory lining that will be visible from the outside of the unit, no patterns or multi-colored coverings are allowed. No Owner or occupant shall install window air conditioning units, window exhaust fans, or any other mechanical device in any window in a unit.

9. Signs and Displays.

- a. No sign, decoration, advertisement, notice or other lettering shall be displayed, exhibited, inscribed, painted or affixed by any owner or occupant on any part of the unit or displayed in the window or door of any unit. One "For Sale" or "For Rent" sign may be placed in an interior window.

- b. No signs will be posted, placed, or displayed on any part of the community or landscaping including fences, gates, and light or sign posts.
- c. Notwithstanding the foregoing, the following types of signs/displays are permitted under the following conditions:
 - i. American Flags. The American flag may be displayed on an owner's property or within the window of a unit or a balcony adjoining a unit, but may not be attached to the exterior of the unit in any manner except by a bracket or pole, which has been approved by the Association. The flag must be displayed in a manner consistent with Federal and State Flag Codes. The flag may not be any larger than 36 inches by 48 inches.
 - ii. Service Flags. A Service flag bearing a star denoting the service of the unit owner or a member of unit owner's immediate family in the active or reserve military service of the United States during the war or on conflict may be displayed on the inside of a window or door of the unit owners home. The Service flag may not exceed 36 inches by 48 inches.
 - iii. Political Signs. Except to the extent restricted by city, town, or county ordinance, an Owner may have no more than two (2) political signs, as defined by the statute, to be located in a window of the Owner's property, for a political office or ballot issue that is in a pending election, with a maximum dimension of 18 inches by 24 inches, displayed no earlier than forty-five (45) days before an election day and no later than seven (7) days after an election day.

10. Trash Collection and Removal.

No owner or occupant shall allow garbage cans, supplies, milk containers, or other articles to be placed in the entry areas or Common Areas. All refuse must be placed in a strong plastic bag, sealed, and deposited into the Owner's appropriate garbage container that has been provided by the garbage company. The Association pays for regular, weekly garbage collection. However, individual Owner's will be charged extra for excess trash (i.e. chairs, couches, bags, boxes, drywall, carpet, etc.) that cannot fit into the trash containers provided by the garbage company. All containers and any other trash must be kept in the garage except for the day of collection.

11. Utilities.

- a. All owners and/or occupants must exercise diligence in the conservation of utilities.
- b. During periods of extreme cold, it is the responsibility of each owner and/or occupant to maintain a temperature within their condominium unit sufficient to prevent interior pipes from freezing. If an occupant turns their thermostat to a low setting and leaves the unit unattended during periods of extreme cold, there is a risk of pipes freezing and causing substantial damage to their unit and possibly to the adjoining condominium units. If such damage occurs, causing a claim on the associations insurance the owner will be held responsible for all deductibles.

12. Grounds, Sidewalks and Common Areas.

Each Owner, the Owner's family, guests, contractors and invitees may use the Common Area, including the sidewalks, for the purposes intended, subject to the Rules and the decisions of the Board of Directors.

- a. The sidewalks, entrance areas, and staircases must not be obstructed or used for any purpose other than ingress and egress to and from your unit.
- b. These areas should not be used for the storage or temporary placement of anything. This includes toys, bicycles, storage containers, furniture, etc.
- c. No owner or occupant shall plant flowers, plants, gardens, or any other shrubbery unless prior written consent is given by the Board. Potted plants are acceptable if they are kept on a balcony or patio, do not exceed 100 pounds in weight, and do not allow leakage onto the surface below or around the pot.
- d. Traffic across the lawn and landscaped areas in conjunction with doors in patio enclosures is not permitted. Openings in patio or deck enclosures should be kept closed and secured to avoid wind damage and an unsightly appearance. These openings are to be used for emergency purposes only and are not to be used as everyday ingress and egress.

13. Satellite Dishes/Antennae or Aerials

No owner or occupant shall erect or have erected any form of aerial, antenna, poles, wires, or similar objects or unsightly objects of any kind on any balcony, roof or building exterior without the prior written approval of the Board. Satellite dish receivers may be mounted to the fascia or trim boards near the roof at the gable. Connection cables must be routed directly into the attic of the unit and cannot be stapled to the outside of the building or the siding. The exterior siding on a building cannot be penetrated in any location for the purpose of routing those cables. The owner must obtain Board approval for all satellite dish installations and will be responsible for any and all damages that are caused by the installation of such and repairs to the building once it is removed.

14. Insurance.

- a. The Association's comprehensive project policy DOES NOT cover the contents of your unit or liability growing out of guests on the premises. Individual Owners are required to obtain an "HO6/Condominium Unit Owners Policy" insurance policy that would typically cover the interior of the unit and all personal belongings. Each Townhome owner and/or occupant should arrange for insurance coverage for all losses and risks growing out of the ownership and/or occupation of the premises. Owners should consult with both the Association's insurance company, as well their own insurance agent to obtain appropriate and necessary insurance coverage.
- b. If any owner files a claim against the Association's insurance policies, the homeowner must also submit a claim in writing to the Board of Directors and to the Association's Managing Agent. The homeowner must give the Association's agent a reasonable opportunity to inspect the damage and determine if the subject matter of the claim falls under the Association's insurance policy.
- c. In order to assist in keeping the Association's insurance premiums down, it is requested that all Owners contact either the Association's Managing Agents or the Board of Directors prior to filing any claim on the Association's insurance policy.

16. No Nuisances.

- a. Owners and/or occupants shall not create any situation wherein their actions or conduct, as determined by the Association’s Managing Agent and/or the Board, represents a nuisance or disturbance to other residents. This includes but is not limited to noise, loud music, late-night parties, offensive cooking odors, etc. Quiet hours for the complex are: Monday through Friday from 10pm to 8am and Saturday & Sunday 10pm to 10am.
- b. Owner and/or occupants shall not store or keep flammable fluids, solvents or toxic materials of any kind in the unit, garage, or any common area. The kitchen and bathroom fixtures shall not be used for purposes other than those for which they are designed and no improper materials, substances or articles shall be put therein that may cause damage to any particular unit or the units surrounding it.
- c. No Owner or occupant shall discharge any firearms in the community.
- d. No Owner or occupant shall do any open cooking which may cause a fire danger or noise or inconvenience to other Owners.

17. Enforcement

Violations of the Covenants and these Rules may be enforced by the imposition of fines, as described in the following schedule which supersedes all other fines:

- a. First Violation:Courtesy Letter/Reminder Letter
Second Violation:Warning Letter/Opportunity for Hearing
Third & Subsequent Violations:\$50 per occurrence
- b. Continuing violations shall be considered a separate occurrence for each day it continues and a per diem fine may be imposed after the hearing until such time as the violation is remedied.
- c. The Board reserves the right to fine for first violations of rules that involve health and safety issues and other violations where a warning may not be deemed necessary or appropriate by the Board in its reasonable discretion.
- d. The Board may waive all or any portion of the fines if, in its reasonable discretion, such waiver is appropriate under the circumstances or if the violator comes into compliance with the Governing Documents.

18. These Rules may be changed or added to by the Board of Directors of the Creekview Townhome Owners Association, Inc.