

**CLEAR CREEK CONDOMINIUM ASSOCIATION**  
**RULES AND REGULATIONS**  
AMENDED \_\_\_\_\_, 2015

Unit Owners and their rental agents shall be responsible for notifying their tenants and guests of these regulations. Your voluntary cooperation will serve the convenience of all Parties.

1. Noise and Disturbance
2. Storage on Balconies
3. Common area use and storage
4. Parking regulations
5. Open Fires
6. Barbeque grill restrictions
7. Firewood storage
8. Firewood cutting
9. Fire alarms systems
10. Dumpster use
11. Modification of exterior of unit
12. Pets restriction
13. Chimney cleaning and maintenance
14. Window Coverings
15. Security
16. Stairwells
17. Move-In/Out Fee
18. Enforcement Policy
19. Repeal

1. **Noise/Disturbances:**

No use or practice shall be allowed which is the source of annoyance to occupants or which interferes with the peaceful enjoyment or possession and proper use of the property by other occupants. In deference to our neighbors, the hours of 10:00 p.m. to 8:00 a.m. are designated as quiet hours. Violation of the same is prohibited.

2. **Storage on Decks and Patios:** Decks and patios shall **only** be used as follows:

- A. Gas barbecue grills and accessories. Charcoal grills are prohibited.
- B. Firewood (pursuant to #6 Firewood Storage Regulations of the Clear Creek Condominium Association) and firewood accessories (e.g., neutral tarps are permissible.
- C. Lawn furniture and camp chairs.
- D. Bicycles.
- E. Shovels – permitted in winter **only**.
- F. Clothes or laundry of any kind shall not be hung on balconies or porches.
- G. All items and storage must be kept orderly.
- H. Use by household pets is authorized, but turning decks and patios into a kennel/pet run is prohibited.
- I. The Condominium Declaration authorizes the Association to promulgate and enforce rules regarding maintenance, upkeep, and aesthetic appearance of these limited common areas.

3. **Common Area Use and Storage:** The use of the common areas is for the enjoyment of all the Owners.

- A. Storage or erection of any item is prohibited on the common areas of the Association. Any items left in these areas for periods exceeding 24 hours will be removed by the Association.
- B. Storage of combustible items in the crawl spaces is expressly prohibited.

4. **Parking Regulations:** The following shall apply to all vehicles including motor vehicles and recreational vehicles (campers, boats trailers, and snowmobiles) belonging to or under the control of any Unit Owner or a family member, guest, tenant, or employee of a Unit Owner:

- A. Parking is limited to two (2) vehicles per Unit. A valid parking permit must be displayed on these two vehicles at all times. A fee of \$50.00 will be charged for replacing a lost parking pass.
- B. Vehicles shall be parked within designated parking areas only.
- C. All traffic flow markings and signs regulating traffic on the property shall be strictly observed.
- D. All vehicles shall be in operating condition and have current license and registration.
- E. No vehicle shall be parked in such a manner as to obstruct or impede traffic flow or access to Units.
- F. No long-term parking of vehicles for periods of more than 72 hours (without being moved) shall be permitted without the written consent of the manager.
- G. Parking or storage of recreational vehicles (operating, licensed motorcycles excepted when parked in accordance with these rules), trailers of any kind, commercial vehicles over  $\frac{3}{4}$  ton shall not be permitted.
- H. restoring, repairing, or overnight occupancy of vehicles shall not be permitted.

- I. During winter periods (November 1 through April 30), the following special regulations will be in effect:
  - (1) No vehicles will be parked on roadways, except while parking lots are being plowed.
  - (2) Vehicles will be subject to temporary removal from parking areas at any time in order to permit snow removal. Owners of vehicles must be available or must make advance arrangements with manager to move vehicles promptly upon request.
  - (3) Vehicles must be moved within 24 hours following a snowfall where plowing will occur to allow for plowing.
- J. In the event of an offending vehicle, the manager shall have the authority to have the vehicle towed from the Property at the Owner's expense without damage or liability therefor.
- K. A vehicle on jack stands or jacks for more than 72 hours will be removed. Owners and tenants are solely responsible for the clean-up of hazardous substances (gas, oil, antifreeze, etc.). If the Association has to contract for clean-up, the owner will be billed.
- L. Parking of vehicles on sidewalks is prohibited.

5. **Open Fires:**

Open fires of any type on Clear Creek Condominium grounds are expressly prohibited.

6. **Barbeque Grills Restriction:** *The use of barbeque grills is prohibited on combustible balconies and within 10 feet of combustible construction by the local fire department under 2000 IFC Section 307.5.* Charcoal grills are strictly prohibited. The Fire District will allow an exception to allow gas fueled grills under the following conditions:

- A. No cooking appliances other than approved gas appliances (grills) shall be used or stored on balconies or within 10 feet of combustible construction.

The foregoing regulations have been adopted to comply with Fire Department Regulations. In the event an Owner or occupant of a Unit fails to promptly remedy any violation of these regulations, the manager may remove and dispose of such unauthorized cooking appliance. The costs of removal, including any damage and repair, shall be assessed to the Owner.

7. **Firewood Storage Regulations:** *The storage of combustibles (firewood) under any unsprinklered projection from the building (decks, porches, balconies, etc.) is prohibited by the local fire department under 2000 IFC Section 307.5.* The Fire District will allow an exception for firewood storage if the stacks meet the following conditions: *(Italics represent a specific Fire Department condition):*

- A. *No more than one cord of firewood* (a cord of wood is equal to a stack 4 feet high x 4 feet wide x 8 feet long) shall be stored on the exterior portion of any Unit without the written approval of the management.
- B. Firewood shall not be stacked higher than the top of the balcony railing on any Unit.

- C. An unobstructed 32-inch wide path of egress must be maintained out of all exits.
- D. Owners shall not store firewood on any portion of the Common Areas.
- E. *There shall be a 24-inch clearance space between the firewood and the lowest hanging portion of the deck above.*
- F. *The stacks shall be limited to two rows deep.*
- G. Treated lumber or building materials of any type shall not be used for fueling fireplaces.

The foregoing regulations have been adopted to comply with Fire Department Regulations. In the event an Owner or occupant of a Unit fails to promptly remedy any violation of these regulations, the manager may remove and dispose of such firewood. The costs of removal, including any damage and repair, shall be assessed to the Owner.

8. **Firewood Cutting Regulations:** The following shall govern the cutting of firewood in all areas of the Property:

- A. Firewood cutting will only be allowed on the Property between May 1 and October 31 of any given year.
- B. Prior to the cutting of firewood, an Owner must obtain a permit from the manager and shall pay a \$50.00 deposit therefor to guarantee the cost of site cleanup. The permit shall remain in effect for a period of 10 days.
- C. Firewood may only be cut on parking lots.
- D. All firewood debris shall be cleaned up within 10 days from the issuance of the permit. If firewood and debris are not cleaned up within such 10-day period, the Owner shall forfeit the \$50.00 deposit and the Association is authorized to clean up the area with the cost thereof charged against the Owner's firewood permit deposit.

9. **Fire Alarm Systems:**

- A. Fire is an ever-present threat to our complex. Owners are to ensure that their unit has a minimum of one operable smoke alarm that is checked regularly. Please keep fireplace screens closed and never leave a fire unattended. Detectors and any part of the unit's fire alarm system shall not be removed, altered, or tampered with by unauthorized individuals.
- B. Any costs or fines associated with responding to or repairing a fire system situation associated with Item 11.A. will be charged to the Owner.

10. **Use of Dumpster:**

- A. Clear Creek Condominium's trash dumpsters are for the exclusive use of the residents of Clear Creek Condominiums. Unauthorized users should be reported to the manager.
- B. All items to be discarded must be placed **inside** the dumpster and not left beside or around the dumpster. Items too large for the dumpster must be either broken down to fit into the dumpster, or discarded by other proper means.
- C. Items left beside or around the dumpster will be charged to the Owner for any extra disposal cost, in addition to the violation fine.
- D. Fireplace ashes and any burned firewood are not to be placed into the dumpster. These items shall be discarded in the accompanying ash can only.
- E. Do not put large appliances such as refrigerators, freezers, water heaters in or around the dumpsters, as Waste Management will not accept them.
- F. The trash dumpster is for bagged/boxed trash that better withstands the Georgetown wind.

G. Remember to keep the lids closed.

11. **Modification of Exterior of Unit:**

- A. Any exterior modification of any portion of the Unit including, but not limited to, doors, windows, balconies, porches, etc., is not allowed without the express written consent of the Board of Directors. Owners must complete and submit an Architectural Application to the Board of directors and receive approval prior to beginning work. Any modification that is done without consent will be immediately returned to its original state at the Owner's expense.
- B. Modification that is approved will be done at the Owner's expense and in compliance with the request for exterior modification.

12. **Pets Restriction:** Subject to the terms hereof, **only Owners of units within the Property and members of their immediate family (sons, daughters, brothers, sisters, mothers, and fathers) shall be permitted to keep or maintain pets on any part of the Property.**

- A. No animals, livestock, or poultry of any kind shall be housed, raised, or kept on any part of the Property, either temporarily or permanently, without the express written consent of the Association. Except as stated in Paragraph 1 hereof, the manager is authorized to permit the keeping of domesticated dogs, cats, or other household pets in Units, subject to the following conditions:
  - 1. No pets may be kept, bred, or maintained for commercial purposes.
  - 2. No pets shall cause or create unreasonable noises or disturbance to other Owners or residents.



3. No doghouses or kennels shall be located on balconies, under Units, or on any portion of Lots.
4. Pets shall not be leashed to the exterior of Units or the grounds.
5. Pets shall at all times be under the strict control of a responsible party, by confinement of a leash.
6. Pets are not allowed to be on the balconies or porches unless the Owner or a person in charge is physically present in the Unit.
7. Pet Owners shall be responsible for cleaning up after their animals. In the event an Owner fails to do so, the manager will do so and will bill the Owner for such clean-up costs.
8. Dogs are prohibited from the landscapes/xeriscape areas and Unit Owners are subject to immediate fines.
9. Pets shall be maintained in a healthy condition and shall display current licenses (if required).
10. Pet Owners who violate the Summit County Leash Law Regulations may be subject to the revocation of the permission to keep pets.
11. The management may limit the number and type of pets kept in a Unit.
12. Owners with tenants with pets are subject to a \$250 fine.

13. **Chimney Cleaning and Maintenance**: The following regulations and policies shall govern the cleaning and maintenance of chimneys, fireplaces, wood, and pellet stoves located in Units:

- A. The Association will be responsible for routine inspections of all chimneys. All costs associated with such service will be a common expense paid for by the Association. Any additional inspection, maintenance, code upgrade, and cleaning costs, over and above routine cleaning costs provided to all Units, will be charged to the individual Unit Owner. The Owners are responsible for the cleaning and maintenance of all fireplaces, stoves, etc.
- B. In Units with stoves, which require more frequent cleaning for safe operation, the Association, upon request, will schedule cleaning of the unit and any cleaning costs provided would be charged to the individual Unit Owner.

14. **Window Coverings**: Screens on all windows are required. All window coverings shall be attractive and in good repair. The use of towels, sheets, and blankets as window coverings is expressly prohibited. Posting of signs in windows is prohibited.

15. **Security**: External doors provide security for owners and tenants. Propping them open except for short periods for the purpose of loading or unloading is prohibited. A duplicate key to every unit, along with the name and phone number of the tenants for rented units must, be provided to the management company for use in case of an emergency.

16. **Stairwells**: Stairwells are defined as common areas by our Declaration. They are not to be used for storage of personal items or as a playground for children or pets. Smoking in stairwells is prohibited.

17. **Move-In Fee**: A move-in fee and a move-out fee of \$100.00 will be assessed for each.

18. **Enforcement Policy:**

A. **Abatement and Enjoining Violations**

1. The Board may enjoin any violation of, except in emergency situations [where personal injury or property damage is imminent] and take all necessary action to abate or enjoin a violation of the Covenants or a serial violation of the Rules after first notifying the Unit Owner and giving him an opportunity to be heard concerning the violation before the Board.
2. In any action to enjoin a violation of the Covenants or these Rules, the Association shall be entitled to recover its costs, including its reasonable attorneys fees, if it is prevailing.

B. **Imposition of Fines:** Prior to the imposition of a fine for violation of these Rules, the manager shall first submit a report to the Board describing the facts and circumstances of the violation. The Board shall advise the Unit Owner of the nature of the violation, the fine which may be imposed, and that the Owner shall have the right to appear and be heard before the Board at a specified date before a fine may be imposed.

C. **Rules and Regulation Enforcement:**

1. Upon a first violation of any one or more of the Rules and Regulations, the manager shall notify the Unit Owner. The notice will describe the nature of the violation, the date, and a fine of \$50.00 will be assessed.

2. Upon a subsequent violation or the failure to remedy a previous violation, the Association may correct the violation by (a) correct the violation and assess the costs against the Unit Owner; (b) assess a fine against the Unit Owner in the amount of \$100.00 for each additional violation; (c) abate or enjoin such violation or the continuance thereof by appropriate legal proceedings; (d) in the case of pet violations, revoke the Association's consent to keep pet or pets on the Property and, in such event, the pet or pets shall be promptly removed.
- D. Except for the violation of Firewood Cutting all Rules and Regulations adopted by the Association which provide for the imposition of a fine upon a violation shall be by the terms of these regulations.
- E. **Fines and Damages – Collection:** All fines and damages assessed by the Association, together with all costs and attorney's fees incurred by reason of any violation of these Rules and Regulations shall be a special expense, which shall be deemed a special assessment against the Unit and collectible in the manner provided in the Covenants.
- F. **Application:** Unit owners shall be responsible for compliance with these Rules and Regulations by tenants, guests, and occupants of their Unit. However, the manager shall use reasonable efforts to notify Owners of violations by occupants of their unit.
- G. **Review:** In the event an Owner disputes the existence of any violation, the method of enforcement, or the assessment of any fine or damages, they may appeal such action in writing to the Board of Directors, which will have the authority to review the same. The Board of Directors, in the exercise of reasonable, good faith discretion, may waive or abate any fine or damage or modify any order for corrective action.