

SOUTH CREEK EIGHT HOMEOWNERS' ASSOCIATION  
RULES AND REGULATIONS ENACTED OCTOBER 11, 1994  
Revised January 2018

**Section I – Introduction**

**Welcome** to South Creek Eight Homeowners Association. While courtesy and consideration between neighbors will resolve most tensions of living closely with others, these rules and regulations have been adopted to provide for the peaceful coexistence among residents. They apply to all residents of South Creek Eight, owners and non-owners alike, and are enforceable in accordance with our Declaration of Covenants and Bylaws.

**1.1 MEMBERSHIP AND MEETINGS.** All owners are members of the Association and are entitled to one vote per unit. The Annual Meeting, held in January, has as its primary purpose the election of members to the Board of Directors. Notice of this meeting is mailed at least ten days before the meeting.

**1.2 BOARD OF DIRECTORS.** It is the Board of Directors (hereinafter called the “Board”), whom you elect, who have the duties and responsibilities of conducting the affairs of the association. This Board consists of three to seven members who serve without pay. The Board may be reached by writing to **South Creek Eight HOA, c/o Creekside Community Association Management, PO Box 325, Eldorado Springs, CO 80025**, by contacting them directly, or by attending meetings or the annual meeting.

**1.3 MANAGING AGENTS.** The Board has appointed **Creekside Community Association Management** to manage many of the daily activities for the Association. The **Managing Agent is Helen Cartwright. The office number for Creekside Community Association Management is (303) 443-7872. Their email address is helen@creeksidecam.com.** Our management company may be contacted with your questions, suggestions, concerns, or complaints. Please notify them if anything is out of order.

**SECTION 2 – ASSESSMENTS**

**2.1 DUES.** The annual assessment for common expenses (called “Dues”) is levied on an annual basis starting January 1 of each year, but is due and payable on an installment basis on the first day of each month. Payments are delinquent if not received in full on or before the fifteenth of each month.

**2.2 LATE PAYMENTS.** Failure to clear one’s account of assessments, fines or dues by their date of delinquency can result in a \$15.00 late fee, an acceleration of the balance of the annual assessment for the current calendar year, a lien on the property recorded, and other legal actions. The costs of these actions are borne by the owner. Owners more than thirty (30) days in arrears may have a lien filed on their property.

**2.3 RETURNED CHECKS.** Owners will be charged an administrative fee of \$15.00, plus bank charges to the Association, plus the delinquency charge, if any, for checks returned for any reason.

**2.4 PAYMENTS.** Payment envelopes or mailing labels are mailed in December, together with confirmation of the amount of the monthly dues for the coming year. If additional envelopes or mailing labels are needed, they may be obtained from the Managing Agent.

### **SECTION 3 – COMMON AREA**

**3.1 DEFINITIONS.** “General Common Area” means all of the condominium project area, except the owner’s lot. The Declaration of Covenants sets forth the division between the Association and Owner for maintenance.

**3.2 NOISE.** Consideration of others is the highest standard to use in determining whether one has exceeded a reasonable noise level. However, noise that may be disturbing to other residents can be handled by Boulder’s Noise Control Department (442-3239) or by calling the Police Department. Neither the Board nor the Managing Agent enforces Boulder standards.

**3.3 USE OF COMMON AREA.** Nothing shall be altered, constructed, decorated, modified, repaired or removed from the Common Area, including landscaping, without the written consent of the Board. No signs or advertisements are permitted, except that “For Sale” and “For Rent” signs not more than five square feet may be placed upon a building when such a building is for sale or for rent.

**3.4 OWNER’S RESPONSIBILITY AS TO COMMON AREA.** The owner is responsible for any damage or abuse done by his/her tenant or guest. The owner will be charged for the damage, cleaning, replacement, reconstruction and/or repair of any item or affected area.

**3.5 STORAGE IN COMMON AREA.** The Common Area must not be used for either temporary or permanent storage. Any item left in the Common Area will be removed, under South Creek Eight’s Property Removal Policy contained herein.

**3.6 UNAUTHORIZED USE OF COMMON AREA.** No unauthorized person shall be permitted on the roof, climbing the building, sitting on balcony railings or hanging from balconies, posts or poles, climbing trees, or otherwise inappropriately using South Creek Eight’s Common Area.

**3.7 UNAUTHORIZED USE OF UTILITY SYSTEMS.** No unauthorized person shall tamper with or adjust the sprinkler system, timing devices, water hoses, or electrical systems.

**3.8 RISK.** Use of the Common Area is at your own risk. The Association will not be liable for any personal damage, injury, or loss of property occurring in the Common Area.

### **SECTION 4 – PARKING AND TOWING**

**4.1 ASSIGNMENT OF PARKING SPACE.** Each unit has been deeded either a parking space or a garage.

#### **4.2 PARKING.**

**4.2.1 No parking in front of fire lanes**

**4.2.2 No parking next to a dumpster building.**

**4.2.3 No parking in the middle of the cul-de-sac.**

**4.2.4 No parking in front of garages or behind other vehicles.**

**4.2.5 No parking motorcycles or bicycles on sidewalks.**

**4.2.6 Motor homes must be parked on the street.**

**4.2.7 Only one unassigned space per unit may be used. This includes guests.**

**4.2.8 No vehicle may remain in an unassigned space for more than three (3) days.**

**4.2.9 No trailers, detached campers, boats, mobile homes or non-operational vehicles shall be parked or stored on any site unless parked or stored in a closed garage.**

**4.2.10 All vehicles must have current registration (plates and tags).**

**4.3 VIOLATIONS.** Any vehicles violating these rules and regulations will be subject to penalties and/or towed at the owner's expense at the discretion of the Board.

**4.4. NON-PERMITTED USAGE OF VEHICLES.** No vehicle shall be painted or sprayed on the premises. Living, sleeping, or storage in vehicles is not permitted. No repairs other than routine maintenance shall be performed in any open-air parking space.

**4.5. DISPOSAL OF VEHICLE BY-PRODUCTS.** No one shall dispose of oil, anti-freeze, battery acid, or other such substances in the parking area; such disposal into the sewer system is prohibited by the City of Boulder. If a violation occurs, a cleaning fee will be assessed in addition to any other that may be taken.

**4.6. VEHICLES PROHIBITED FROM GROUNDS.** No vehicle, motorbike, or bicycle shall be allowed on any South Creek Eight grounds without proper authorization by the Managing Agent because of potential damage to the sprinkler systems and utility lines. Fines for such violations shall be a minimum of \$100.00, but may exceed this amount.

## **SECTION 5 – ANTENNAS, CABLE TELEVISION, and SATELLITE DISHES**

**5.1 ANTENNAS.** Exterior antennas are permitted within the balcony areas. They are **not** to be attached to the roof or the buildings.

**5.2 CABLE TELEVISION.** Cable TV is available through Comcast. Cable service is handled directly between Comcast and individual owners and not through the Association.

**5.3 Satellite Dishes.** Dishes up to 18 inches in diameter are allowed on decks or in back yards. Dishes are **NOT** to be attached to the building.

## **SECTION 6 – LEASED UNITS**

**6.1 OCCUPANCY.** The number of people residing in a unit must conform to City of Boulder ordinances as contained in B.R.C. 81 Title 9, Chapter 3.2-8.

**6.2 RULES AND REGULATIONS.** Since penalties for violations are assessed to the Owner of a unit, the Owner may wish to consider including a copy of the Rules and Regulations in the lease and requiring compliance. The owner may also wish to retain sufficient money as a security deposit in case of violations.

## **SECTION 7 – BALCONIES, PATIOS, YARDS AND FENCES**

**7.1 MAINTENANCE.** Balconies, patios, porches and yards shall be maintained in a clean and sanitary condition. Nothing shall be stored that will cause damage to the external structure. Wood shall not be stored on a wooden deck, and shall be three feet from exterior siding or a fence. Soil shall be maintained below the exterior siding to expose at least four inches of concrete foundation and slope away from the foundation approximately twelve inches. Failure to observe this may result in the Owner being charged under Section 3.4 (Owner's Responsibility as to Common Area). All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

**7.2 FLOWER BOXES.** Hanging plants and flower boxes are permitted. Plastic or a plastic tray must be placed under flower boxes where they touch the balcony or patio structure to protect the paint.

**7.3 PROHIBITED ITEMS.** No items may be draped or displayed on the balconies and patios, including but not limited to clothing, rugs, mats, and towels, except that appropriate holiday decorations may be displayed. Wildlife feeders of any kind are prohibited throughout the property.

**7.4 BALCONY AND PATIO REPAIRS.** Repairs of balconies and patios shall be performed by the Association. The Association shall not be responsible for any installation subsequent to the original construction that does not meet with commonly acceptable building standards and the City of Boulder Building Codes.

**7.5 FENCES.** Fences shall be maintained by the Association.

### **SECTION 8 – PETS**

**8.1 CONTROL OF PETS.** Control of pets must meet all ordinances contained in the City of Boulder, B.R.C. – 8.1 Title 6, Chapter 1. In an emergency, the Animal Control Center may be reached at 442-4030, or one may call the Police Department for assistance.

**8.2 PETS IN COMMON AREAS.** No pets may be tied in a Common Area.

**8.3 PET NOISE.** No pet may be permitted to cause noise audible outside of its unit that disturbs others. Prolonged or frequent barking or howling shall be cause for a complaint to be filed with the Board or their designees.

### **SECTION 9 – PEST CONTROL**

**9.1 RESPONSIBILITY.** The Association and Owners have joint responsibility for pest control. When the Board authorizes pest control service to a building, the cost shall be at the Association's expense. The owners shall cooperate fully in effecting such service.

### **SECTION 10 – ARCHITECTURAL CONTROL**

**10.1 APPROVAL.** Approval shall be obtained from the Board of Directors or its designees for any exterior architectural changes, including but not limited to doors, patios, balconies, front porches, windows, and all structural changes inside a unit.

### **SECTION 11 – BARBECUE GRILLS**

**11.1 FIRE CODES.** For your safety, please be advised that the City of Boulder Fire Code requires that grills not be operated within ten (10) feet of a door or window

### **SECTION 12 – TRASH REMOVAL**

**12.1 ECO-CYCLE.** Eco-cycle containers are provided for paper and commingled items. These containers are emptied once a week. Compost bins are provided.

**12.2 TRASH REMOVAL.** Trash from dumpsters is removed each week. Pickup days are subject to change. An additional charge will be made to Owners when residents leave large items for pick up, such as carpeting, furniture, mattresses, and building materials.

**12.3 ASHES.** Do not place ashes in dumpsters until they have remained in a metal can with a metal lid for 72 hours (3 days). The Fire Department cites premature dumping of ashes as a major source of fires in units, as well as dumpsters.

### **SECTION 13 – INSURANCE**

**13.1 RESPONSIBILITY.** The Association maintains insurance on all the Common Areas and exterior structures. Insurance for the interior of each individual unit is the responsibility of the Owner. Owners who rent units may want to consider requiring tenants to furnish them with evidence of “Renter’s Insurance.” The Association holds an owner responsible for any damage issuing from his/her unit, including the deductible portion of South Creek Eight’s insurance policy.

### **SECTION 14 – ELECTRICAL AND PLUMBING**

**14.1 ELECTRICAL REPAIRS.** Electrical repairs inside a unit are the responsibility of the Owner.

**14.2 PLUMBING LEAKS.** Plumbing leaks from a unit must be repaired by the Owner promptly. The Owner at fault is responsible for damage to the unit of another. Resolution of problems regarding leaks and damages between units is the responsibility of the Owners involved. The Managing Agent may be contacted for information on name, address, and/or telephone numbers of units involved.

**14.3 LEAKS FROM COMMON AREA.** If any leaks appear to and from Common Area, the Managing Agent must be contacted immediately. The Managing Agent will then inspect and agree to needed repairs.

### **SECTION 15 – PROPERTY REMOVAL POLICY**

**15.1 POLICY.** Any property stored on the Common Area is subject to immediate removal by the Board. All property removed will be subject to public or private sale upon notice published in the Boulder Camera.

**15.2 COSTS.** All costs and fees, including attorney’s fees, incurred in the removal and sale of any items shall be chargeable to the owner.

### **SECTION 16 - ENFORCEMENT**

The Board shall not impose a fine or infringe upon any other rights of an owner or other occupant for violations of Rules and Regulations of the Association or the Declaration of Covenants unless and until the following procedure is followed:

**16.1 NOTICE.** Upon the violation of the Rules and Regulations of the Association or of the Declaration of Covenants, the Board or its designee shall serve the violator with written notice of a hearing to be held by the Board. The notice shall contain:

- (i) The nature of the alleged violation;

- (ii) The time and place of the Hearing, which time shall not be less than ten (10) days from the giving of the notice;
- (iii) An invitation to attend the Hearing and produce any statement, evidence, and witnesses on his or her behalf; and
- (iv) The proposed sanction to be imposed.

**16.2 HEARING.** The hearing shall be held pursuant to this Notice, affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of Notice and the invitation to be heard shall be placed in the Minutes of the Meeting. Such proof shall be deemed adequate if a copy of the Notice, together with a statement of the date and manner of delivery, is entered by the Officer, Director, or agent who delivered such Notice. The Notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The Minutes of the Meeting shall contain a written statement of the results of the Hearing and sanction, if any, imposed. The decision of the Board shall be final.

These Procedures shall not be necessary in order to impose any sanction or penalty for non-payment of delinquent assessments.

**SECTION 17 – PENALTIES FOR VIOLATIONS**

The owners shall be assessed penalties that shall be at the discretion of the Board. While the following are guidelines, the actual penalty will depend upon the severity of the violation. Costs of repairs and/or damage shall be added to the following:

- (1) First offense \$50.00
- (2) Second offense \$100.00
- (3) Third offense \$200.00

*If the situation is not remedied within thirty days after the first notice then the \$50.00 penalty shall be enforced and a notice sent. After fifteen days of the second notice a third notice will be sent with a \$100.00 fine. Fifteen days after the second notice a third notice will be sent with a \$200.00 fine. Seven days later the HOA will take action which will include towing of any vehicles or instituting any repairs to the building.*

**SECTION 18 – SEVERABILITY**

Invalidation of any one of these Rules and Regulations by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**SECTION 19 – CHIMNEY SWEEPING**

Periodically, the Board of Directors shall authorize an inspection of chimneys at the Association’s expense. When an owner is notified that an inspection is to be made and doesn’t make arrangements with the Association for entry into his/her unit, the inspection will be made from the rooftop, and the additional charge shall be assessed to the owner. If the inspection indicates that the chimney needs sweeping, the

owner, at his/her expense, must furnish proof of cleaning by a professional chimney sweep by the date set forth on the notice, or the Board of Directors will have the work done at the owner's expense.

## **SECTION 20 – HOMEOWNER DISPUTES**

Colorado Senate Bill 89 requires that all homeowner disputes, that cannot be successfully resolved with the Board, go to mediation rather than clog up the legal system with lawsuits. South Creek Eight HOA has adopted this alternative dispute resolution (ADR) policy as of August 2006.

Homeowners are encouraged to come to Board meetings to discuss any issues that involve the Association and management thereof. Members will have a time allotted to them and will be expected to present their comments in the allotted time and to maintain a respectful attitude towards the Board and management during the meeting. Any disruptive behavior at the board meeting will result in the removal of the homeowner from the meeting and possible banning from attending future Board meetings. Disruptive behavior includes: shouting, interrupting, angry outbursts, harassment, insulting, offensive, hurtful and abusive language and uncivil actions.