

Creekside Community Homeowners' Association

Standards of Living

Revised - Adopted December 14, 2016

You are a member of the Creekside Community Homeowners Association (CCHOA), which is automatic when you own a unit. As a member, ownership is subject to the Second Restated Bylaws of Creekside Community Homeowners Association (Bylaws) and the Second Restated Declaration of Covenants, Conditions and Restrictions for Creekside Community (CC&Rs). In addition to the Bylaws and CC&Rs all members are also subject to the Rules of CCHOA, also known as Standards of Living. Not all Articles from the Bylaws and CC&Rs are repeated in the Rules so the Association urges you to read all three documents completely. In the event of a conflict the Bylaws and CC&Rs shall supersede these Rules.

Violations of the Bylaws, CC&Rs and these Rules should be reported to Management Company.

Assessment

The monthly assessment for each dwelling is due and payable the first of each month. If the assessment is delinquent, it is automatically subject to a late charge.

Vehicles/Parking

1. Parking within Development is by Permit only. Any vehicles without a permit, or with an expired or invalid permit will be towed at the vehicle owner's expense.
2. All Residents are required to complete an annual registration form for all vehicles residing within Development. Owners are responsible for the registration of their tenants' vehicles.
 - a. Permits will not be issued for vehicles that have not been registered.
 - b. Existing Permits will become invalid if annual vehicle registration is not received.
 - c. Annual vehicle registration will occur in May.
 - d. Permits will be numbered and assigned to specific vehicles. Vehicles displaying a permit not assigned to them will be towed.
 - e. Owners are required to register new tenants within 30 days of tenants moving in.
3. Each Owner will be issued a permanent Parking Permit for each registered vehicle.
 - a. It is the responsibility of the Owner to ensure their tenants receive their Parking Permits.
 - b. If an Owner has more than two registered vehicles, which do not fit within the garage, they must apply to the Board of Directors for approval to rent a reserved space in the Common Area.
4. Permit stickers must be displayed **and affixed** to the inside of the lower driver's side corner of the windshield.

5. Each Owner will be issued one permanent Visitor Parking Permit hang tag. One (1) additional Visitor Parking Permit hang tag is available for purchase. Contact Riverside Management for details.
 - a. It is the responsibility of the Owner to ensure their tenants receive their Visitor Parking Permits.

6. Visitor Parking

- a. Visitor vehicles may utilize any parking space marked “Visitor” within the Community.
 - i. Units on Slippery Creek with the full-length driveways may use driveways for visitor parking only, as long as the vehicle fits fully in the driveway and does not encroach into the Red Zone.
- b. Visitor vehicles must display, from the rearview mirror, the Visitor Parking Permit issued to the Unit they are visiting. Visitor vehicles not displaying a Visitor Parking Permit will be towed.
- c. Visitor vehicles staying within the Community for 30 or more days, must be registered with Management Company.
 - i. Board of Directors reserves the right to declare a long term Visitor, which is a person who marks for more than 30 days in a calendar year, as a Resident for that calendar year.
- d. Visitor Parking Permit cannot be used in any registered Resident vehicle.
- e. Any Units abusing the Visitor Parking Permit, at the sole discretion of the Board of Directors, will lose Visitor Parking privileges.
- f. If a Unit needs to allow parking for more than one visitor vehicle, they must request a temporary parking pass from Management Company in advance.
 - i. Board of Directors reserves the right to charge a fee for issuing a temporary pass.

7. Reserved Parking Spaces (RPS)

- a. RPS are limited and available on a first-come, first-served basis.
- b. RPS cost \$75 per month.
- c. Owners must be a Member in Good Standing to be eligible to rent a RPS. Failing to maintain Good Standing status will result in forfeiture of RPS.
 - i. If an Owner is not in good standing their tenant(s) will not be allowed to rent a RPS.
- d. Failure to pay RPS fee will result in forfeiture of RPS.
- e. If no RPS are available Residents will be placed on a Waiting List and Management Company will assign available RPS to Residents in the order of the Waiting List.
- f. RPS are only for Residents with more than two registered vehicles or oversized vehicle, subject to Board of Directors approval.

8. Residents' vehicles must be parked in their garages when not being operated, unless an owner has an RPS.
9. Residents may temporarily park their vehicles in a Visitor parking space, between 9am and 4pm, as needed to clean or work in their garage.
10. No vehicle shall be parked in such a manner as to impede or prevent ready access to another resident's unit. Parked vehicles shall not block the normal flow of traffic, sidewalks or other parking spaces.
11. Motor homes, campers, trailers, boats (or other motorized watercraft), commercial vehicles, and recreational vehicles shall not be within the Development without prior written permission from the Board of Directors or Management Company. (Section 4.15.8 of the CC&Rs)
12. All motor vehicles shall display current license plates, registration and be maintained in safe and legal operating condition.
13. Vehicles that cause a disturbance to other Residents, including but not limited to playing loud music, are not permitted.
14. Repairs to vehicles in a parking area or Common Area are prohibited. Minor repairs are allowed in Resident's garage as long as they do not create excess noise or vapors. (Section 4.15.4 of the CC&Rs)
15. The maximum vehicle speed throughout the complex is 10 miles per hour/ 5 miles per hour when children are present.
16. Any damages to property within the complex by use of any vehicle including hired and/or leased moving vans shall be the responsibility of the unit Owner to where the vehicles is assigned, destined, and/or garaged.
17. Parking or operating any motor vehicle and/or accessory vehicle on unpaved surfaces is prohibited.
18. Vehicles parked in fire lanes (Red Zones) will be towed without notice.
19. The Association assumes no responsibility for damage to, or theft of, any vehicles parked within the boundaries of Creekside Community, including but not limited to Common Areas and garages.
20. No unlicensed motor vehicle may be operated on any street or Common Area within the Development except for wheelchairs and landscaping equipment. An unlicensed motor vehicle is defined as a device consisting of two or more wheels, designed to be ridden by one or more persons that is propelled by a motor and is not required to be licensed by the California Department of Motor Vehicles.
21. The Association will have any vehicle violating any parking rules towed, in accordance with the California Vehicle Code, at the owner's expense.

Garages

1. For aesthetic and security reasons, garage doors must remain closed except as necessary to permit ingress and egress of vehicles or to clean, work in, or ventilate the garage as provided for in #3 of this section.

2. Garages shall not be used for storage, parking campers, trailers, boats or other recreation vehicles, or for any purpose which would prevent Resident from parking two passenger vehicles in his garage.
3. Garage doors may be raised up to 6 inches to allow for ventilation without a Resident present in the garage.

Pool and Spas

1. Hours: 10:00 am to 10:00 pm.
2. Smoking is not allowed in either pool or spa area.
3. Persons under 14 must be accompanied by an adult.
4. Residents are responsible for cleaning up after themselves and their guests.
5. No glass, breakable containers, or pets allowed.
6. Guests must be accompanied by a Resident. Maximum of four guests per unit. Prior approval through the Management Company must be obtained for pool parties and guests exceeding four.
7. Portable entertainment devices, including game consoles and music players, must be kept at low volume. Headphones are encouraged when there are others in the pool/spa areas. No music after 8:00 pm.
8. Running, boisterous conduct, or horseplay is not allowed.
9. Profane or objectionable language is prohibited.
10. Recreational floatation devices, including air mattresses and toys, should be used with consideration of those swimming and may not impede swimmers.
11. Please turn spa jets off when not in use by turning the knob on the timer back to zero.
DO NOT TURN OFF THE EMERGENCY SWITCH IF THERE IS NO EMERGENCY.

Pets

1. Limit: Two pets per unit. (Section 4.17 of the CC&Rs)
2. All pets must be restrained on a leash and held by a person capable of controlling the pet while in the Common Area and under the owner's supervision.
3. Cats are not permitted to roam within the community and must be kept indoors at all times.
4. Residents are responsible for ensuring that their pets are non-disruptive at all times.
5. Residents are responsible for cleaning up after their pets.
6. Damage caused by a pet is the responsibility of the Resident, and charges for repairs will be billed to the unit Owner by the Association.

7. Unattended pets cannot be left on patios, decks, or in garages for any length of time that causes them to become a nuisance to other Residents.
8. No pet shall be left chained or otherwise tethered in the Common Area.
9. Owners and Residents shall be responsible for their pets and shall manage their pets to avoid conflict with neighbors.

General

1. Quiet hours are 10:00 pm to 7:00 am.
2. No sports apparatus, whether portable or fixed, including without limitation basketball standards, shall be permitted within the Development (Section 4.9 of the CC&Rs)
3. No remote controlled aircraft, including drones, are allowed to be operated within Development.
4. Fireworks are prohibited within Development.
5. All Owners and Residents are responsible for ensuring that outdoor music volume is kept at a reasonable level between the hours of 10:00 pm and 7:00 am.
6. Owners and Residents shall conduct themselves in a reasonable manner while within the Development.
7. The streets and sidewalks owned and maintained by the Association are designed and used by vehicles and pedestrians (respectively). Any other activities in these areas are at the risk and peril of the participant in such activities, and all residents shall use these areas in a manner that does not harm or damage others. No outdoor recreational activities shall occur within the Development between the hours of 10:00 pm and 7:00 am unless special written permission is obtained from the Association's Board of Directors.

Trash

1. Trash service-provided containers should be appropriately placed for collection no earlier than the day prior to pickup and removed from curbside no later than the evening of the day of pickup. At all other times, trash containers must be stored within the unit's garage.
2. Loose papers and debris must be tied or secured prior to placement in containers to avoid scattering during pick up.
3. Residents must keep the Common Area around their residence clear of trash.
4. Trash cans should not be placed near lamp posts in order to avoid damage. Damage caused by improper trash can placement will be the responsibility of the Resident who caused the damage to occur. Owners will also be responsible for damage caused by their tenants.

Signs

1. No signs of any kind are to be posted on Common Area property, without approval from the Board of Directors or Management Company.

2. One real estate sign of reasonable dimensions and design advertising the property for sale or rent is permitted on the Owner's Lot.
 - a. Preferred sign size is less than two feet square, however no sign may be larger than five square feet.
3. General interest notices and advertisement for items for sale may be posted on the mailboxes. All notices must include the name of the poster, date of posting and be removed when obsolete or after 14 days, whichever is sooner.

Tenants and Guest

1. All tenants and guests are required to adhere to these Standards of Living.
2. The Owners of rented units are responsible for any rules violations and damage to Common Area property or grounds caused by their tenants and guests of tenants. Owners will be fined for such violations and/or damage.
3. Owners of rented units are required to register all tenants with Management Company.
4. Each Owner and Resident shall be accountable to the remaining Owners and Residents, their families, visitors, guests and invitees, for the conduct and behavior of their families and any guests temporarily residing in or visiting the Owner or Resident, and for any property damage caused by such families.
(Section 4.18.8 of the CC&Rs)

Architecture and Landscape

1. Satellite Dishes cannot be attached to any surface that must provide a waterproof barrier, including but not limited to the roof, siding or chimney.
 - a. Preferred Satellite Dish mounting is under the eaves with a U brace.
2. All cabling to/from Satellite Dish must be hidden.
 - a. Cables should be hidden in a wire mold, or tucked under siding when on the exterior of the building. The wire mold must be painted to match the background wherever it is located.
 - b. You may not drill a hole in the exterior siding. The exterior siding must provide a waterproof barrier at all times. The cable can only enter the unit under the eave and distribute to the rest of the unit through the attic.
 - c. Cabling cannot go over the top of a gutter to get under the eave. The cable must follow a roof/wall corner in a wire mold and if that is not possible, a roof ridge to the corner or end of a gutter before dropping under the eave. The cable on the roof must be enclosed in a wire mold and painted an approximate match of the roof color to help hide it.
 - d. If cable distribution must be on the exterior of the building, it must be located under an eave and enclosed in a junction box. The junction box must be painted to match the background.

3. Screen doors must be black or white. All other door types and/or colors must be approved by the Board of Directors.
4. Owners must maintain screens on all windows, which open, at all times.
5. Owners shall maintain coverings for all windows, which shall be white or have white liners. (Section 4.8 of the CC&Rs)
6. Landscape maintenance expenses are covered by your monthly assessment. Please call or email the Management Company about upkeep in your immediate area. Do not make requests of the gardeners for special upkeep. Their directions must come the Board of Directors or the Management Company.
7. Please monitor your areas and if you feel your plants need more watering than the scheduled days and time, water them by hand and notify Management Company.
8. Any suggestions or requests to plant or place anything in the Common Area must be submitted in writing to the Board of Directors or Management Company.
9. Any changes made without prior approval will be removed or altered at the unit Owner's expense.

Maintenance

1. The Association owns and/or maintains the streets, outside lighting, Common Areas including pool and spa, trees, roofs, gutters, fences, and building exteriors.
2. It is the Association's goal to accomplish this effectively, economically and satisfactorily so that you may enjoy the leisure activities of your own choosing. If, for any reason, you notice a problem with any maintenance item, please do not hesitate to call or email the Management Company to notify them.

Tennis Court

1. The tennis court will be used exclusively for playing tennis.
2. No person under the age of 14 will be allowed to use the tennis court without adult supervision.
3. The tennis court hours of use are 10:00 am to 10:00 pm.
4. Noise levels shall be kept low so as not to disturb nearby Residents.
5. No smoking, no yelling, and no eating or drinking on tennis court.

CREEKSIDE COMMUNITY HOMEOWNERS ASSOCIATION FINE POLICY

Complaints about non-compliance must be in writing and mailed, emailed, or faxed to the Management Company. Provisions for enforcement include inspections, fines and towing. Fines will be immediately posted to the unit Owner's account. Owners are responsible for actions of their tenants and guests and for providing a copy of this document as well as other binding documents to their tenants.

The following is the normal schedule of disciplinary action to include any and all legal action and/or towing:

1st - Warning letter to comply within 10 days of receipt.

If do not comply:

2nd – Second Notice letting Owner know if not corrected immediately they will be called to a Hearing for a fine

3rd – Hearing Notice: Owner will be called to a hearing by a written notice which will be sent a minimum of ten days before Hearing Date. Hearing Results will be mailed within 15 days of Hearing and may include a \$50 fine to be paid and comply within 10 days

If the Owner still does not comply, the **Automatic Fine Schedule** is as follows:

4th - \$100 fine to be paid and comply within 15 days

If do not comply:

5th - \$150 fine to be paid and comply within 15 days

If do not comply:

6th - \$200 fine to be paid and comply within 15 days

If do not comply:

7th - \$200 for each subsequent offense and or legal action. All cost of legal action would be assessed to the Owner.