

*Creekside Townhomes
at
Stroh Ranch*

**Homeowners and Resident
Handbook
Rules & Regulations**

www.creeksidetownhomesparker.com

Revised October 2020

EMERGENCY PROCEDURES

FIRE, POLICE, AMBULANCE

CALL 911

UNIT GAS

CALL XCEL @
1-800-481-4700

UNIT ELECTRICAL

CALL IREA@
1-800-332-9540

UNIT WATER/SEWER

CALL PARKER WATER
& SANITATION
303-841-4627

PROPERTY MANAGER:

Western States Property Services, Inc.
9145 E. Kenyon Ave., #100
Denver, CO 80237
303-745-2220

This Handbook and the Rules and Regulations contained
Herein were updated in October 2020.

**CREEKSIDE TOWNHOME OWNERS
ASSOCIATION**

**HOMEOWNERS AND RESIDENT
HANDBOOK**

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**CREEKSIDE TOWNHOME OWNERS
ASSOCIATION**

**HOMEOWNERS AND RESIDENTS
HANDBOOK**

I. Welcome to Creekside Townhome Owners Association

This handbook has been prepared by the Board of Directors (BOD) as a hand reference guide for the policies of the Creekside Townhome Owners Association.

II. About the Association

When you purchase at Creekside, you automatically become a member of the Creekside Townhome Owners Association. Being a member carries benefits and responsibilities. If you are a tenant, non-owner resident or guest at Creekside, you also have benefits and responsibilities. The Association is a not-for-profit corporation of homeowners established to govern the community and the common area property in order to maintain the highest quality of living for all residents and to protect our mutual interests.

Annual meetings of the Association are held each November. All homeowners are notified by mail of the time and place of the meetings.

All homeowners, tenants, non-owner residents and guests are subject to the rules set forth in the Declaration of Covenants, the By-Laws and the Rules and Regulations. The Rules are derived from the Declarations and By-Laws and have been developed to protect the interests of all concerned.

III. The Master Association

Membership in Creekside Townhome Owners Association automatically makes you a member of the Stroh Ranch Community Association (SRCA). The SRCA is an umbrella organization that controls the way Stroh Ranch is developed and used. The SRCA oversees the sub-associations such as CTOA. Regulation meetings of the Stroh Ranch Community Association are held and members are invited to attend. The SRCA phone Number is (303) 224-0004. Dues paid to the SCRA are separate from the dues paid to the Creekside Townhome Owners Association.

IV. Cherry Creek South Metro District #1 (CCSMD#1)

Membership in Creekside Townhome Owners Association automatically makes you a member of the CCSMD#1. This group is a quasi –government entity, which owns and operates certain recreational facilities located within the Master Association area.

V. About the Board of Directors

The affairs of the Creekside Townhome Owners Association are governed by the Board of Directors. The By-Laws require each member of the Board to be a homeowner in good standing. Directors are elected by the homeowners at the annual meetings and serve without pay. Each Director is elected for a two-year term. Officers are elected from the board each year.

The Board of Directors meets regularly. Homeowners are given an opportunity to present matters for the Board's consideration by written communication or by attending the Board meetings. All correspondence directed to the Board will receive a response.

VI. Property Management

The Board of Directors has named the professional property management firm of Western States Property Services, Inc. to handle the technical and day-to day matters of the association. They can be reached at:

Western States Property Services, Inc.
9145 E. Kenyon Ave., #100
Denver, CO 80237
(303) 745-2220

VII. Declaration and By-Laws.

The Declaration of Covenants is the document that establishes the property rights and obligations of the Association and the homeowners. The By-Laws is the document that tells how these rights and obligations are enforced. You should have received copies of these important documents when you purchased your home. If you are unable to locate them, they are available on the website: www.creeksidetownhomesparker.com.

Each homeowner, tenant, non-owner resident and guest automatically agrees to comply with the provisions of the Declarations, By-Laws and Articles of Incorporation and the decisions and resolutions of the Association.

Ignorance of the Rules and Regulations, Declaration of Covenants, By-Laws and Articles of Incorporation will not be accepted as an excuse for any violations.

VIII. Design Review Committee

A three (3) member committee, created by the Board of Directors, whose members are appointed by the BOD, for the purpose of enforcing design guidelines and architectural controls over the real and personal property within the Common Interest Community.

Such guidelines and architectural controls shall be established by the BOD and shall not invalidate any design guideline, architectural control or covenant of the Master Association.

Any exterior modifications of buildings, landscaping, screen doors, etc. must be submitted for prior approval.

IX. Monthly Maintenance Fee

Each homeowner is billed monthly for his or her share of the common operating expenses of the Creekside Townhomes as determined by the budget prepared each year by the Board of Directors. The maintenance fee is due and payable by the first of each month. If fees are not paid by the 29th of the month, a late fee will be assessed to the account. The maintenance fee does not cover payments of interest or principal on mortgages nor does it cover any insurance or property tax levied on the individual units. Items covered by the maintenance fee include: trash removal, snow removal, common area maintenance, water and sewer for all units, and irrigation system. The monthly maintenance fees do not cover the gas and electricity bill for each home.

Copies of financial reports of the Association are available upon request from the Managing Agent or the Association website: www.creeksidetownhomesparker.com .

X. Registered Addresses

All homeowners are required to register a mailing address with the Association and Managing Agent. This is so you can be notified about emergencies or matters needing your input or your vote.

XI. Warranties

If you are the original owner of your home, there are certain warranties that come with it. The developer purchases and installed items such as the furnace, water heater, and other appliances that are guaranteed by the manufacturers for certain periods of time. Make sure you keep the written warranties in a safe place in case you need to refer to them.

XII. Insurance

The Association carries a blanket insurance policy covering the common area property and liability as provided in the Declaration.

This policy does not contain any coverage for individual dwelling units, their contents, furnishings, or casualty and public liability exposure within each unit. Each homeowner should obtain insurance coverage for these items as relates to their home.

Homeowners must also obtain Loss Assessment coverage from their carrier which covers large special assessments which may be necessary for the replacement of HOA assets such as roof replacement form Wind/Hail damage.

XIII. Maintenance Responsibilities

Maintenance of the Common Areas, as defined in the Declaration, is the responsibility of the Association. The Common Areas include the landscaped areas, parking areas, private streets, exterior stairways (excluding stairs to decks), roofs, exterior surfaces, sidewalks, and irrigation systems.

Each homeowner is responsible for maintaining the interior of his/her home. The owner shall do no act of which will modify the structural soundness of the building or alter its exterior appearance without first obtaining the consent of the Board of Directors.

XIV. Questions and Problems

Any questions, problems or requests regarding the facilities, grounds or your maintenance fee should first be discussed with the Managing Agent. The BOD will be happy to discuss policy issues and out-of-the-ordinary matters with homeowners at their regular meetings if they are beyond the authority of the Managing Agent to resolve.

XV. Mail Service

Mailboxes for all units are located throughout the community. For your convenience, packages which will not fit in your mailbox, will be left in the parcel post lockers at the mailboxes rather than returned to the Post Office. Mailboxes are the property of the US Postal Service and no notices may be affixed to them.

XVI. Vehicle Parking, Storage and Repairs

Parking is not permitted on any street or thoroughfare located within the Common Interest Community. Street parking is allowed on Nate Blvd. immediately north of the intersection of Nate and Creekside Dr.

Only permitted vehicles may be parked within carports and nothing else may be parked or stored within carports.

Guest parking spaces are for the use of visitors only. All other uses are prohibited. Anyone residing at Creekside Townhomes whether full time or part time, is restricted from using the Guest Parking spaces at anytime.

No vehicle belonging to or under the control of a homeowner, a member of the family, a guest, tenant or non-owner resident shall be parked in such a manner as to impede or prevent ready access to any entrance or exit from a building, garage or driveway.

No commercial or recreational vehicle such as a boat, boat trailer, motor home, motorcycle, truck, (larger than ¾ ton), self-contained motorized recreational vehicle, or vehicles shall be permitted on the common or private driveways.

Only currently licenses, operable vehicles are permitted on the property. No unused automobiles or vehicles of any kind shall be stored or parked on any portion of the common area. "Unused Vehicle" shall be defined as any vehicle which has not been driven under its own power for a period of 72 hours or longer. A written notice describing the "Unused Vehicle" and requesting removal

thereof may be personally served upon the Owner or posted on the unused vehicle and if such vehicle has not been removed within 72 hours, the Association shall have the right to remove the same without liability for such acts and the expense thereof shall be charged against the Owner.

No activity such as maintenance, repair, rebuilding, rebuilding, dismantling, repainting or servicing of any kind of vehicle, trailer, or boat may be performed or conducted within the Common Interest Community.

Any vehicle parked in violation of visitor parking spaces will be towed at the vehicle owner's expense upon completion of notice as provided herein. At least 48 hours prior to towing, notice of the violation will be placed on the vehicle. If the name and address of the vehicle owner is known to the Association, a copy of the notice shall also be hand delivered to the owner, or posted on the door of the unit belonging to the owner. Towing will not occur if the owner corrects the violation.

However, if the violation by the same vehicle occurs within one (1) year from the date of the first violation, towing may take place without further notice to the vehicle owner.

XVII. Single Family Units

No unit shall be used for any purpose other than as residential living purposes by one single family. No gainful occupation, profession, trade or other nonresidential use shall be conducted within any unit which necessitates that its employees or visitors travel to the Unit.

XVIII. Leases

A Unit Owner may lease his Unit to a single family, in compliance with all the provisions of the Governing Documents and the Master Governing Documents. Unit Owners will be required to provide copies of these Documents to all tenants of the Unit. Leases of Units must be in writing and for a term of not less than six (6) months.

XIX. General Rules and Regulations

A. No tree or bushes are to be removed from the property. Charges for replacement will be assessed to the person(s) involved.

B. No signage will be removed. Charges for replacement will be assessed to the person(s) involved.

C. No external window covering, security bars or reflective covering may be placed or permitted to remain on any window of any Unit.

D. No animals shall be kept within any Unit except domesticated dogs or cats. Two animals per Unit are allowed. Birds, fish and other small domestic animals are allowed if kept as pets.

All dogs shall be kept on a hand-held leash except when in their owner's unit.

No animal or other pet of any kind shall be permitted, which in the opinion of the Board, might be dangerous or which makes an unreasonable amount of noise, odor or is a nuisance.

No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept within any Unit.

Each Unit Owner will be responsible for cleaning up after their pet and for all damages to persons or property caused by said pet.

E. No swamp coolers, heating units, air conditioning units, electrical or other equipment or antennae of any type shall be erected or maintained which projects out from the interior of a Unit or are in any manner affixed to a Unit exterior of a building without committee approval.

F. No TV, radio or other antennas may be installed on any part of the buildings or common elements at any time. Smaller (18 inch) disc antennas may be installed upon written request of the Board of Directors

G. Signs for Sale or Lease- One temporary sign advertising the sale or lease of a townhome may be placed in a window of any townhome without approval by the Design Review Committee. Signs shall be no larger than two feet by three feet (six square feet) in dimension, shall not be illuminated, and shall not be attached to any exterior structure such as a deck or fence.

No other signs, directional or otherwise, pertaining to the sale or lease of a property may be placed at the entrance of the community. Open house signs for the duration of the open house are exempted from this rule.

XX. Penalties and Enforcement

If any of the established Covenants, Rules and Regulations of the Association are not being adhered to, a method must be clearly established to ensure compliance. When the violation is brought to the attention of the Board, the following system of penalty/fine shall be utilized.

FIRST OFFENSE/VIOLATION: Written notice/warning letter shall be sent to the homeowner.

SECOND OFFENSE/VIOLATION: A \$50.00 fine will be assessed against the homeowner.

THIRD OFFENSE/VIOLATION: A \$100.00 fine and \$25 per day will be assessed against the homeowner.

If the Association is forced to bring legal action to abate the conduct, the offender shall be subject to liability for costs, expert witness fees, and attorney's fees of the Association. No fines shall be assessed against an owner unless a written complaint is submitted to the Board of Directors as provided by the procedure established for violation.

XXI. Hearing Procedure

Whereas, for the benefit and protection of the Association and of the individual owner, the Board deems it desirable to establish and operate by procedures to insure due process in cases where there is a questions of compliance by an owner, his tenant, his family, non-owner residents and his guests with the provisions of the Declaration or the Book of Rules and Regulations, hereby attempting to minimize the necessity of seeking action in or through a court of law; and

Whereas, it is the intent of the Board to establish procedure for the Board where they must take action relative to questions of compliance by an individual with the provisions of the Declaration and the Book of Rules and Regulations:

Now therefore, be it resolved that the following procedures shall apply to a violation of any Rule or Regulation; however, this resolution shall not apply to those sections of the Declaration and By-Laws dealing with the payment of assessments by members.

**VIOLATIONS OF THE DECLARATION OR BOOK
OF
RULES AND REGULATIONS:**

Please refer to the Enforcement Policy located on the website for latest updates: creeksidetownhomesparker.com

Informal Resolution of Violation

Any owner, owners' tenant, owner's non-owner resident, or agent of the Association shall directly request that an owner, owner's tenant, owners' non-owner resident cease or correct any act or omission which appears to be in violation of the aforementioned documents. Such informal request must be made before the formal process is initiated.

Formal Resolution of the Violation

Complaints against violators of these Rules and Regulations may be initiated by owners, owner's tenant, or agents of the Association. Complaints must be in writing and clearly indicate the nature of the violation, the date, time and location of the violation and the name(s) or unit number of the violator(s). This written complaint can be mailed or hand carried to the Board or agent. At this time, the name of the owner(s) or resident(s) making the complaint will not be divulged to persons outside the Board.

After a complaint in writing is received, the Board will review the complaint. The accused individual will be notified of the complaint in writing, with certificate of mailing, of the nature, date, time and location of the violations. The person charged shall have ten (10) days from receipt of this notification to respond, otherwise it will be construed as an admission of the violation.

If the complaint is dismissed, the complainant will be notified in writing as to why this action was taken. The complainant may request a reconsideration of the complaint at a special meeting of the Board. The complainant is required to attend this meeting.

If the person(s) charged with a violation provided a written response to the Board denying the violation, a hearing shall be set and written notice of the date, time and place of hearing, together with a copy of the hearing procedures shall be provided the violator.

**AT THE HEARING, THE BOARD OF DIRECTORS
WILL:**

Describe the specific Rule of Regulation which is said to have been violated, including the date and place.

The person charged shall be asked to admit or deny the charge. The person charged may speak for himself or may be represented by counsel throughout the hearing. Failure to respond to such notification will be construed as an admission of the violation.

If the charge is denied, the complaining witness or witnesses shall describe the details of the circumstances.

The person charged shall have the opportunity to confront each witness against him.

When all complaining witnesses have been heard the person charged may make statements in rebuttal, and may provide witnesses in support of his position. The complaining witnesses may ask questions of each such witness in turn.

The Board shall have the opportunity to questions any witness or involved parties if so desired.

At the conclusion of the hearing, the Board shall discuss the statements in private and shall vote whether or not to uphold the complaint. A majority vote shall control. The result of the vote shall be announced in writing to the involved parties and reported to the Board of Directors for final action.

It will be the responsibility of the Board of Directors to notify the violator in writing, of the amount of the fine, the due date of the fine, and the violation for which the fine is being levied. If the fine is not paid on the first day of the month following notification by the Board of Directors, appropriate legal action may be initiated by the Board of Directors with or without the recommendation of the Board.

Any and all monies collected from such fines will be placed in the general fund of the Creekside Townhome Owners Association.

APPEALS

APPEALS TO THE HOMEOWNER'S BOARD

Any owner may appeal a decision of the Board to the Board of Directors. However, all parties involved must comply with the decision of the Board until such time, if any, it is amended or reversed by the Board.

APPEAL PETITIONS

Appeal petitions must be legibly written and submitted to the Board ten (10) days following the issuance of the decision of the Board.