

Creekside Property Owners' Association

RULES, REGULATIONS, and GUIDELINES

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The nature of Planned Unit Development (PUD) living requires that each of us as homeowners/tenants and members of a close community recognize the special obligation and dual desires and lifestyle. No resident possesses the right to interfere with the community by attempting to live as if in a detached single-family dwelling surrounded by private property. This is not the nature of our community style of living and anyone unable to accept reasonable restraints on their lifestyle should consider another form of housing.

GENERAL REGULATION

In accordance with the CC&Rs, any homeowner who violates the following regulations will receive a letter identifying the violation. (Homeowners are assumed responsible for all actions of their tenants) Violators (homeowners only) have the right to appeal and to have a hearing at a regularly scheduled Board of Directors meeting or mutually convenient time. The Association may charge a fine for an infraction (see Creekside Association fine policy) and may charge the homeowner with all costs incurred by the Association to remedy the infraction. The Board may use any legal process necessary, to recover against the homeowner until payment is made.

Pursuant to the CC&Rs, any homeowner who wishes to make a change to his or her residence or other parts of the Common Area must first obtain permission from the Board. Permission is granted by submitting an Architectural Review Committee (ARC) application for approval. If changes are made without prior approval, the homeowner will be assessed a \$250 fine.

CONDUCT OF HOMEOWNERS AND RESIDENTS

1. Any homeowner who destroys property belonging to the Association shall be charged for the replacement cost of the property destroyed. Homeowners are responsible for any damage to the Association property that is caused by their respective tenants. An additional fine may be imposed on the homeowner as a result of damage to Association property.
2. Common Area maintenance is the responsibility of the Board. No homeowner or resident may undertake changes or repairs to the Common Area, including landscaping and carpentry without the permission of the Board.
3. Maintenance of the Common Area front planters, located between the residence driveways, is the responsibility of the homeowner. (see Care and Maintenance of the Front Planters)
4. Nothing shall be done or maintained in any residential unit, or upon any exclusive or Common Area which will increase the rate of insurance or result in cancellation thereof. Residents must store and dispose of hazardous chemicals in accordance with County ordinances.
5. No part of any residential unit or Common Area shall be used for commercial activities of any nature without approval of the Board.
6. No firearms or weapons shall be allowed on the Common Area at any time. This includes BB guns, air or gas guns, slingshot, bows and arrows, or any other device capable of injury to persons, animals or property.
7. Climbing on fences or roof areas is not permitted, nor is engaging in any activity which is possibly harmful or damaging to any building, landscaping, or the Common Area.
8. Party noise and music must be kept at a level that does not interfere with peace and quiet rightfully due everyone within the Association, particularly between the hours of 10 PM and 7 AM.
9. Garage sales must be contained within the confines of the individual unit garage and immediate driveway.
10. No structures are allowed in the common area. These include, but are not limited to, tents, kiosks, playhouses.

GENERAL APPEARANCE OF RESIDENCE

1. Garbage containers must only be placed out on the curb the day of or night before the pickup. Empty garbage containers must be removed on the day of pickup and cannot be stored on the outside of the unit. Homeowners are responsible for clean up of any spillage that occurs.
2. Exterior lights and fixtures to units must be maintained; exterior lights shall be white, yellow, or clear. Exterior lighting shall not be directed in such a manner as to create annoyance to the neighbors. No exterior clothes lines are permitted in the Common Area or in the rear patio areas.
3. No exterior wall or window mounted air conditioners are permitted

4. Nothing shall be draped on the outside of any unit. This includes but is not limited to awnings, curtains, or shades. Metallic foil is not allowed on any window.
5. Broken or cracked windows must be replaced within 30 days' notice from the management company.
6. Window screens must be securely attached to frames.
7. No resident shall keep any personal property in or about his or her unit which is visible from the exterior of such unit and is deemed to be unsightly or that may invade a neighbor's privacy. Determination of an unsightly or potentially invasive object shall be at the discretion of a majority of the Board.
8. No residents may have more than one sign in or around his lot. Real estate signs shall not exceed the industry standard for residential signs. A one-post sign may be set in the entry or island; portable A-frame signs are only permitted during the open house tour.

MAINTENANCE, ADDITIONS and MODIFICATIONS to BUILDINGS

1. No modifications are permitted to the building exterior or to the exterior patio areas without the written approval of the ARC. Modifications include, but are not limited to satellite dishes, cable wiring, roofs, exterior paint, exterior doors that face the Common Area, sliding glass doors, exterior patio fences, and exterior gates.
2. All exterior repairs and maintenance necessitated by acts of any owner, tenant, or guest shall be repaired by the responsible homeowner to the satisfaction of the Board within thirty days of the notice from the management company. If such damage is not repaired by the homeowner in thirty days of the occurrence, the repairs shall be completed under the direction of the Board and billed to the homeowner.
3. No structural alterations to the interior weight bearing or common walls of any unit shall be made or performed without prior written consent of the ARC and approval by the Board.
4. No resident or homeowner shall install or have installed wiring for electricity or telephone, TV antennas, cable TV, washer dryer, air conditioner etc., on the exterior of any building, including walls and roofs without prior written approval by the ARC and the Board.
5. Changes to electrical, gas, sewer, or water lines require Board approval.

EXTERIOR DOOR and GARAGE DOOR GUIDELINES

Homeowners must receive written approval by the ARC prior to the start of any replacement or change to existing doors that face into the Common Area or to garage doors. The door installation and painting must be completed within 60 days of approval by the ARC.

Proposed changes must be consistent with the following guidelines:

1. Only courtyard front doors that meet with previously adopted community standards are permitted.
2. Replacement courtyard doors must conform to the styles approved by the ARC and available from the Association's management company. Approval by the ARC and Board prior to installation is required.
3. Exterior front doors must be free of visible holes, must be properly attached to the building, and must be painted in the approved Creekside color scheme. Exterior doors must not have windows in them.
4. Garage doors must be operable and must be kept closed when the resident is not entering, exiting or working on or about the garage area. The unit's address must be displayed above or to the side of the garage door on the entrance side of the unit.
5. All garage doors must be primed and painted in the approved Creekside color scheme. Owners who replace garage doors are responsible for priming and painting the new door.
6. All garage doors must be installed by a licensed contractor.
7. When submitting an application to replace garage doors, make sure the following parameters are included in the application:
 - Door of 4 sections high by 8 or 4 panel wide. 15'6" roll up door.
 - No windows are permitted on garage doors.
 - The door can be made from a steel raised-panel with wood grain texture or from 25 gauge hot-dipped galvanized steel.

EXTERIOR WINDOWS GUIDLELINE - REPLACEMENT

1. Homeowners must receive written approval by the ARC prior to the start of any replacement or change to existing windows.
2. The installation shall be completed by a licensed contractor familiar with replacement window installations.
3. New Exterior wood trim shall be painted to match the Association's adopted color scheme. The cost of the paint and the painting is the responsibility of the homeowner. (Contact the management company for paint guidelines)

4. When submitting an application to replace windows, make sure the following parameters are included in the application:
 - Windows with wood or stucco trim:

The Z-bar trim finish shall be cut to fit inside the existing window trim. If existing window trim is damaged, it shall be repaired and repainted in accordance with the Association's adopted color scheme.
 - Windows with no existing window trim:

The Z-bar trim finish shall be covered with 4-inch trim.

SATELLITE DISHES and EXTERIOR WIRING INSTALLATION GUIDELINES

1. Homeowners must receive ARC approval prior to the installation, repositioning or rewiring of any satellite dish. Applications submitted by tenants must be signed and dated by the homeowner. The homeowner will be assessed a \$250 fine if a satellite dish is installed, rewired, or repositioned on their unit without current ARC approval.
2. When submitting an application to install, reposition or rewire, make sure the following parameters and items are included in the application:
 - The proposed wall location (roof mounting is not allowed) and method and location for anchoring the dish.
 - The location of all wire and cable needs to have a minimal visual impact. Wire and cable are not allowed on the exterior fences, hanging from windows, on roofs or going up or across the exterior walls.
3. All cable shall be painted to match the building color or trim color depending on placement. The cost of the paint and painting are the responsibility of the owner. (Contact the management company for paint guidelines)
4. Antennas are not allowed.

VEHICLES and STREETS

1. The speed limit is 10 miles per hour.
2. All vehicles must display current registration. Any vehicle that does not display current registration is subject to towing at the owner's expense.
3. No long-term storage is allowed in the common area parking. If a vehicle appears to be inoperative or abandoned and has been issued two violation postings, it is subject to towing at the owner's expense.
4. Only licensed motor vehicles may be operated on the streets, except ATVs and go-carts.
5. Children are not permitted to operate motorized toys on the Association's streets without adult, resident supervision.
6. Major repairs to vehicles are not allowed in the Common Area. Minor maintenance (including oil change) is limited to the inside of the unit garage and is not allowed in the Common Area.
7. Owners of vehicles with excessive oil leaks shall be responsible for damage to the asphalt driveways or to the asphalt in the Common Area.
8. Vehicles equal to or greater than 7 ton-triple axles are not permitted inside Creekside.
9. There shall be no obstruction of any exclusive or common elements. Nothing shall be stored upon any exclusive or common element, except recreational vehicles, boats and trailers stored in the RV yard, without the approval of the Board.
10. A temporary pod storage container is allowed in the homeowner's driveway provided the homeowner has received Board approval. A large waste bin for removal of excess debris is allowed in the homeowner's driveway provided the homeowner has received Board approval.

PARKING

1. Residents are encouraged to use all 4 potential parking spaces in each unit's garage and driveway.
2. Visitor parking is restricted to short term use.
3. All streets are fire lanes. Long term parking is not allowed in the street area. Short term loading and unloading is allowed, as long as the activity does not restrict other vehicles access.
4. Vehicles parked in residential driveways may not extend beyond the cement curbs of the front planters; vehicles parked in common area parking spaces may not extend beyond the white lines nor can vehicles be wider than the white lines; vehicles may not encroach on common area landscaping. Total height of vehicles parked in residential driveways or in the Common Area cannot exceed 8.5 feet.
5. Residential parking is not allowed in designated clubhouse areas between 8 AM and 10 PM.

6. Motor homes, trailers, boats, and recreational vehicles may park in any Common Area, or in any designated parking space, for reasonable loading or unloading of the vehicle. Overnight parking of motor homes, trailers, boats, or recreational vehicles is not allowed in designated parking spaces.

CARE and MAINTENANCE of the FRONT PLANTERS

1. Front planters located between the driveways of the residence are part of the Common Area and belong to the Association, although maintenance of the driveways is the responsibility of the HOA, weeds which make the unit unsightly are the responsibility of the homeowner. Maintenance of these front planters is the responsibility of adjoining homeowners except where noted below. Areas located on the far right or on the far left of the end units of each building are not considered front planters and are maintained by the Association.
2. The planters should be kept free of weeds and dead plants and the plantings must be trimmed to the inside of the curb to create a neat and cared for appearance. The planters which are shared by two homeowners must have a uniform and balanced appearance. That is to say the plants (on both sides of the planter) should be a similar size and similar type with the same mulch. This creates a planned look. Plants with invasive root systems should not be used. Preferred plants are those used in the Common Area landscaping. Vegetables are not allowed. If the homeowner has a question about the landscaping, the landscape committee will make recommendations.
3. Planters without plants need to be covered with mulch or with hardscaping. Hardscaping should be shredded redwood, redwood bark, bricks, or river rock. White or other colored rocks are not allowed.
4. No garden signs, sculptures, or small fencing is allowed. Homeowners should contact the Architectural Committee before adding any structures. Pots or containers are not to exceed 20 gallons. Screening to cover utility areas located in the small planters must be pre-approved by the ARC.
5. Standard lawn signs, no larger than the maximum size of 2 feet by 2 feet, supporting or opposing a political ballot measure or candidate for office are allowed in front planter for which homeowners are responsible for upkeep but must be removed within 24 hours after the Election Day to which they pertain.
6. The Association reserves the right to request removal of unacceptable plants or hardscaping. If you are unsure about plants or hardscaping, contact the management company.

PETS

1. Residents are required to clean up after their pets in the Common Area and in the unit patio area. Animal waste shall not be washed from patio areas into the Common Area.
2. County leash laws for animals shall be observed. Residents are encouraged to contact Monterey County Animal Control to report loose animals.
3. Any pet requiring a leash in the Common Area shall be held by a person capable of controlling the pet.
4. Raising, breeding, or keeping animals, poultry, birds, or reptiles for pleasure or for commercial gain is expressly prohibited.
5. No pets shall be kept on the property that result in an annoyance or are deemed obnoxious to other unit residents. Residents are encouraged to contact Monterey County Animal Control if an animal is causing an annoyance.

TENANTS

1. All the rules and regulations established by the Association are applicable to tenants. Homeowners are responsible for notifying their tenants of the rules and regulations. If violations or incidents occur as a result of tenant behavior, the Association will only work with the homeowner to seek resolution.
2. Owners will be held liable for any damage caused by their tenants.
3. No unit shall be let, rented or leased, in whole or in part, until a true copy of the proposed written lease or rental agreement has been submitted to the management company. Submission must include a tenant agreement in writing to be bound by all of the provisions of the CC&Rs and the general rules of the Association.

CONDITIONS and RESTRICTIONS for the USE of the SWIMMING POOL and the TENNIS COURT

1. The pool and tennis court are open for use between the hours of 7 AM and 10PM.
2. Homeowners and tenants are responsible for anyone they allow into these areas. A responsible adult resident, who shall be accountable for the action of their guest, must accompany their guest.
3. Children less than 14 years of age are to be supervised at all times by an adult from the pool deck.
4. No breakable containers (cups, glass dishes, bottles, etc.) or sharp objects are allowed inside the pool area or on the tennis court.
5. No pets, bicycles, or skateboards are allowed in the pool area or on the tennis court.
6. No floatation devices are allowed in the pool
7. Infants must wear diaper and rubber pants in the pool

8. Appropriate swimwear must be worn by everyone using the pool.
9. No excessively loud noise or radios; no rough play or running on the pool deck is allowed.
10. Pool and restrooms are to be kept clean at all times. Please dispose of litter properly.
11. The gates to the pool and tennis court must be kept closed at all times.
12. The Monterey County Health Department requires pool signs, life rings, and body hooks; these items are not to be used as toys.
13. Replacement pool cards or tennis court cards will cost \$25.00 per card.
14. Barbecues can be used on the side of the clubhouse in front of the picnic table.
15. No structures are allowed in the common area. These include, but are not limited to, tents, kiosks, playhouses.

CONDITIONS and RESTRICTIONS for USE of the CREEKSIDE CLUBHOUSE

1. The clubhouse is available for use by residents of Creekside (including tenants). Residents who wish to use the clubhouse must submit a clubhouse use application form along with a refundable deposit. (Contact the management company for fee schedules.) Non-owners must provide a current copy of their lease as proof of residency.
2. The Association reserves the right to deny the use of the clubhouse to any homeowner or resident.
3. Deposits will be returned after an onsite inspection. Damages and cleanup in excess of the deposit are the responsibility of the resident who signed the application.
Use of the clubhouse for events is permitted until 10:00 PM.
4. Residents who use the clubhouse are bound by all the regulations related to use of the swimming pool including but not limited to hours of use, restrictions on food, beverages, and breakable containers. (see page3)
5. No bicycles, pets or skateboards are allowed in the clubhouse.
6. The clean-up inspection check list must be followed and completed.

CONDITIONS and RESTRICTIONS for USE of the RV LOT

1. The lot has eighteen (18) marked spaces. Only one recreational vehicle (RV), boat/trailer or travel trailer may be parked in each space. Owners must assure that their units* are parked within the assigned space. (*unit = RV, boat/trailer or travel trailer)
2. Spaces shall be assigned on a first come, first served basis to residents and property owners only. One space maximum allowed per address.
3. All RVs, boat trailers, travel and horse trailers must be operable and street safe. Residents with other types of vehicles can rent space when it is available, at the Board's discretion.
4. All residents and property owners assigned a space must keep the space free of litter and debris.
5. Each resident and property owner assigned a space shall be charged a \$100.00, non-refundable, per year fee, to be initially billed when the space is assigned to them, and in January each year after that.
6. The security for the lot consists of the locked gates and fencing. Users must keep the combination to the locks in strict confidence and cannot share their key to the lock with anyone not storing a unit in the lot.
7. All motor-driven vehicles, such as motor homes and RVs are required, by law, to be insured with liability insurance. Units towed by a motor vehicle, such as a boat trailer or travel and horse trailers are not required to be insured by law, but the owners of all towed trailers must have them insured with at least a basic liability policy to be able to store them in the RV lot.
8. All RVs, boats/trailers, and travel trailers must have current registration with the California Department of Motor Vehicles (DMV). Each must also be registered with the Creekside Homeowner's Association management and assigned a lettered space. The association application/registration shall include the resident's or property owner's name, address, telephone, type of stored unit, license number, registration expiration date, possible other information, and shall be submitted with the most recent DMV registration form, a copy of their liability insurance policy, and a photograph of the unit to be stored. Any resident or property owner whose unit does not have current DMV registration may lose the storage space and will be subject to towing at the unit owner's expense.
9. The policies stated above may be modified at the discretion of the Board, on a case by case basis. The ability to use the storage lot is a privilege for homeowners and residents. Each year, the homeowner will be billed an annual RV storage fee. At the time of billing, the Board requires that each homeowner be current in paying their monthly homeowner association dues. If a homeowner has a past due balance, the annual renewal of the RV space will be denied, and the homeowner will be required to move the RV from the lot. If a homeowner has been denied an RV space, they may request a hearing before the Board to discuss the decision.

ARCHITECTURAL REVIEW COMMITTEE (ARC) APPROVAL

1. No resident or owner shall make any structural modifications to the exterior of any unit or to any portion of the common elements without prior written consent of the ARC and approval by the Board. All requests for ARC approval must be submitted in writing on the ARC application form which may be obtained from the management company.
2. Tenants who wish to make changes must submit an application that is signed and dated by an owner of the residence.
3. All government permits must be obtained and submitted to the ARC prior to the commencement of any work.
4. All architectural requests shall include all necessary data. Necessary data would include the height, width, length, size, shape materials, color and location of the proposed modification. Detailed plans or sketches showing the nature of the change should include particular emphasis on how such a change affects the Common Area maintained by the Board and the overall architectural design of the units. Photographs or sketches of similar completed improvements would aid the ARC review. If the alterations affect the existing draining pattern, the proposed drainage pattern must be included.
5. The approved modification must be completed in accordance with the approved ARC application on file. The modification must be started within 90 days after the date of final approval unless the homeowner applies to the ARC in writing for an extension, and the extension is approved.
6. All work must be completed in a professional manner and subject to a final inspection by the ARC or Board. The modification must be completed within six months of the application approval, unless the homeowner applies to the ARC in writing for an extension, and the extension is approved.
7. All future maintenance to the modified structure is the responsibility of the homeowner. The Association specifically denies any responsibility for maintenance. A homeowner who sells his or her unit is responsible for informing a new owner of such maintenance responsibilities. The architectural change must be maintained at all times by the homeowner of the unit.
8. Any damage done to the Common Area shall be corrected at the homeowner's expense.
9. The Board reserves the right to add additional conditions and restrictions to any modification requested by a homeowner. This reservation pertains to the unique nature of a requested change that cannot be foreseen in this policy.
10. Approval from the ARC or the Board does not waive the necessity of obtaining any required county permits. Obtaining a county permit does not waive the need for ARC and Board approval.

GUIDELINES for CONSTRUCTION and HOMEOWNER IMPROVEMENTS

It is the homeowner's responsibility to oversee the contractor(s), ensure proper safety practices and comply with all guidelines and restrictions. Circumventing the acquisition of required county building permit(s) to accomplish any major construction project is not permitted. Circumvention of the county building permit process will result in a \$500.00 penalty

Construction Projects

Construction projects require a deposit or a bond prior to the commencement of any construction work. Deposits or bonds will be used to cover possible damages to the Common Area, landscaping, irrigation systems, and infrastructure and to cover payment of penalties due to non-compliance. If damages or fines do occur the costs will be deducted from the deposit. Damages and fines in excess of the deposit are the responsibility of the owner.

Guidelines

- Off loading from large capacity trucks and any heavy materials should be done on the public street. A \$500 penalty will be assessed for allowing three axle or larger trucks into Creekside.
- Avoid damage to irrigation lines, plantings, and infrastructure. A small bobcat can run behind units on the existing decomposed granite pathways provided prior approval has been given by the ARC or the Board. Penalties for utilizing a truck or anything larger than a small bobcat on the pathway is \$500.00. Repair for damage to pathways, caused by use of bobcats, is the responsibility of the homeowner and will be deducted from the deposit/bond or billed to the homeowner.
- Construction material cannot be stored in the Common Area. Failure to comply will result in a \$50.00 per day penalty.
- All construction areas must be cleaned up after work daily. Failure to comply will result in a \$50.00 per day penalty.

- All construction debris should be transported to a dumpster at a proper disposal facility. Any dumping in the Common Area will result in a \$250.00 penalty. Any additional fees incurred by the Association for any subsequent cleanup efforts will also be deducted from the deposit.

BLM GATE ACCESS RULES.

- Upon request, each homeowner will be issued one key for the trail leading into the National Monument.
- The homeowner is solely responsible for the key. If a key is lost, the homeowner will be responsible to pay to have the lock rekeyed and to replace all the outstanding keys up to a maximum cost of \$250.00.
- A document agreeing to pay for rekeying must be signed before a key can be issued to the homeowner.
- Guests using the trail must be accompanied by a resident of Creekside.
- The homeowner is *required* to surrender the key to the management company upon sale of their residence. If the key is not surrendered, the HOA will present the escrow company with the cost for rekeying the lock and replacing existing keys.

FINES

1. When a violation occurs, the management agency will try to resolve the violation either by telephone or by a meeting with the homeowner or tenant. If informal measures to seek compliance fail, a letter will be sent to the homeowner of the unit that describes the violation and the steps to be taken to come into compliance and that requests immediate compliance.
2. If the violation is contested, the homeowner will have ten days to obtain clarification of the violation and details of the documentation related to the matter.
3. The homeowner has the right to appeal and to have a hearing at a regularly scheduled Board meeting or mutually convenient time.
4. If a homeowner wishes to request a temporary exception to the Association Rules and Regulations, the homeowner must submit a request to the management company, who will in turn submit it to the Board for consideration. The Board will either deny or approve the exception in writing to the homeowner. Tenants must have the homeowner apply for an exception.
5. Failure to comply may result in seeking court action or binding arbitration against the homeowner. Per the CC&Rs, the homeowner will be liable for all court and legal costs that may be incurred.
6. Schedule of fines:
 - **Architectural:** Changes to existing units, such as windows, doors, exterior facing structure, satellite dish installation, wiring or rewiring cable, or to the Common Area will result in an immediate fine of \$250.
 - **Violations of rules**
 - First infraction is \$100
 - Second infraction is \$150
 - All subsequent infractions are \$250 per incident.
7. The Board retains the right to seek whatever action is necessary to collect fines imposed on homeowners.